File No. 230694 **Committee Item No.** 6
Board Item No. 47

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** July 12, 2023
Board of Supervisors Meeting **Date** July 18, 2023

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Completed by: Brent Jalipa **Date** July 6, 2023
Completed by: Brent Jalipa **Date** July 13, 2023

[Agreement - Zones, LLC - Microsoft Products Enterprise Agreement - Not to Exceed $55,000,000]

Resolution authorizing the Department of Technology and the Office of Contract Administration to enter into an Agreement between the City and Zones, LLC for Enterprise Products for an amount not to exceed $55,000,000 for an initial three-year term beginning on September 1, 2023, through August 31, 2026, with the option of six one-year extensions.

WHEREAS, In 2023, the City sought an Enterprise Agreement (EA) to procure all Microsoft software products and cloud computing solutions to replace an existing EA set to expire in August 2023; and

WHEREAS, The procurement consist of the following: secure email, administrative tools, server space/capacity, and licenses required to operate the email system; the Microsoft Office Suite (including Word, PowerPoint and Excel), Teams, accessibility tools and trial or development scale access to new products and features otherwise not attainable on the open market at prices affordable to the City; and

WHEREAS, The EA products consist of Windows server licenses required to operate various software applications, SharePoint Online, Access Pro, Visio Pro, Project Pro and training credits and technical support credits usable during the agreement term to provide knowledge and expertise to City employees regarding how to use, and to a limited extent, troubleshoot the software programs and applications; and

WHEREAS, Microsoft only sells its products through resellers known as “Licensed Solution Providers” (LSPs); and

WHEREAS, The Department of Technology and the Office of Contract Administration conducted an Invitation for Bids (IFB) for a large account LSP; and

WHEREAS, Zones, LLC submitted the lowest bid with the lowest reseller mark-up resulting in a not to exceed amount of $55,000,000; and

WHEREAS, The Department of Technology has assessed City departments' projected needs for Microsoft products through 2026 and the procurement is based on the required product and licensing requirements from 22 City departments; and

WHEREAS, The estimated cost of the contract includes $9,000,000 for possible upgrades to employee email accounts with enhanced security features and as needed products; and

WHEREAS, The Reseller will be required to meet the requirements established in the agreement negotiated with Microsoft; and

WHEREAS, Charter, Section 9.118, “Contract and Lease Limitations,” Subsection (b), requires Board of Supervisors approval of any contract estimated to exceed $10,000,000 in expenditures; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the Department of Technology and the Office of Contract Administration to execute the Zones, LLC Agreement for a term of three years for a maximum amount to $55,000,000, substantially in the form of the agreement on file with the Clerk of the Board of Supervisors, in File No. 230694, with such changes or modifications, as may be acceptable to the Director of the Department of Technology and the City Attorney and which do not materially increase the obligations and liabilities of the City; and, be it

FURTHER RESOLVED, That upon execution of the Agreement, the Director of the Department of Technology shall transmit to the Clerk of the Board of Supervisors a copy of the Agreement, for inclusion in File No. 230694 and, be it

FURTHER RESOLVED, That this Resolution shall take effect immediately upon its adoption.

Item 6 File 23-0694	**Department:** General Services Agency - Department of Technology (DOT)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a Microsoft enterprise contract between the Department of Technology (DT) and Zones, LLC, for a term of three years from September 2023 through August 2026, for an amount not to exceed $55,000,000, with six one-year options to extend through August 2032.

Key Points

- The City uses Microsoft software products, which are only sold through resellers. In May 2023, DT and the Office of Contract Administration (OCA) issued an Invitation for Bids (IFB) to select an authorized Microsoft reseller. Zones, which has been the City's existing Microsoft provider since 2020, was deemed the lowest bidder and was awarded a contract.
- Under the proposed contract, the City would be able to purchase all Microsoft products for all City Departments, except for the Municipal Transportation Agency (MTA), which has its own Microsoft enterprise contract. While Zones includes a 0.5 percent markup over Microsoft's large government pricing, Microsoft's large government pricing is up to a 12 percent discount from its market list prices.
- DT sends monthly lists of accounts suspected to be inactive to each department and asks for confirmation if the accounts can be closed out. DT closes out approximately 3,000 inactive accounts every three years upon contract renewal/extension, providing annual savings of approximately $414,000. Additionally, DT has negotiated with Microsoft to continue providing 28,000 audio conference licenses at no cost for the initial three-year term, providing $2,318,400 in savings ($772,800 per year).

Fiscal Impact

- The proposed contract would have a total amount not to exceed $55,000,000 over the initial three-year term. This includes an estimated spend amount of $45,955,000, based on the City's current spend levels (with five percent annual escalation), as well as $9,000,000 for possible upgrades to email accounts with enhanced security features and as-needed products.
- Approximately 71 percent of anticipated expenditures would be purchased by DT for Office 365 licenses, which would be charged to various City departments through its internal service fund. Other products would be purchased directly by City departments.

Recommendation

- Approve the proposed resolution.

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 City uses Microsoft software products, which are only sold through resellers. In May 2023, the Department of Technology (DT) and Office of Contract Administration (OCA) issued an Invitation for Bids (IFB) to select an authorized Microsoft reseller. The City received two bids, which were evaluated on a low-bid basis as a markup over Microsoft's standardized pricing for large government entities, as shown in Exhibit 1 below.

Exhibit 1: IFB Bids Received

Bidder	Markup Amount
Zones, LLC	0.50%
CDW Government LLC	1.25%

Source: DT

Zones, LLC, which has been the City's existing Microsoft provider since 2020, was deemed the lowest bidder and was awarded a contract.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a Microsoft enterprise contract between DT and Zones, LLC, for a term of three years from September 2023 through August 2026, for an amount not to exceed $55,000,000, with six one-year options to extend through August 2032. Exercising the options to extend would require future Board of Supervisors approval, assuming that the contract not-to-exceed amount increases by at least $500,000.

Under the proposed contract, the City would be able to purchase all Microsoft products for all City Departments, except for the Municipal Transportation Agency (MTA), which has its own Microsoft enterprise contract. While Zones includes a 0.5 percent markup over Microsoft's large government pricing, Microsoft's large government pricing is up to a 12 percent discount from its market list prices. A list of products is shown in Exhibit 2 below.

Exhibit 2: Microsoft Products Available Under Proposed Agreement

Microsoft Category	Microsoft Products
Enterprise Online Services	Basic Office 365 Enterprise and Windows 10 Enterprise
Enterprise Products	Office 365 Pro Plus, Enhanced Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Enhanced Office 365 Enterprise, Project Online, Visio Online, Dynamics 365, Azure, SQL Server, Windows Server
Server & Tools Products	SharePoint Server, SQL Server, BizTalk Server, Visual Server, Core Infrastructure Suites

Source: DT, Proposed Contract

According to Hao Xie, DT Strategic Sourcing Manager, Office 365 licenses are managed centrally by DT. For departments seeking to purchase other products, such as Azure or SQL, they submit purchase orders to Zones after getting approval from DT.

According to Strategic Sourcing Manager Xie, DT sends monthly lists of accounts suspected to be inactive to each department and asks for confirmation if the accounts can be closed out. DT closes out approximately 3,000 inactive accounts every three years upon contract renewal/extension, providing annual savings of approximately $414,000. Additionally, DT has negotiated with Microsoft to continue providing 28,000 audio conference licenses at no cost for the initial three-year term, providing $2,318,400 in savings ($772,800 per year).

FISCAL IMPACT

The proposed contract would have a total amount not to exceed $55,000,000 over the initial three-year term. This includes an estimated spend amount of $45,955,000, based on the City's current spend levels (with five percent annual escalation), as well as $9,000,000 for possible upgrades to email accounts with enhanced security features and as-needed products. Projected annual expenditures are shown in Exhibit 3 below.

Exhibit 3: Projected Annual Expenditures

Year	Amount
Year 1	$12,991,956
Year 2	13,309,626
Year 3	13,659,424
Subtotal, Projected Expenditures	*$39,961,006*
Contingency (15%)	5,994,151
Possible Email Upgrades and As-Needed Products	9,000,000
Total	**$54,955,157**

Source: DT

According to Strategic Sourcing Manger Xie, the contract not-to-exceed amount includes a 15 percent contingency because departments must constantly add or upgrade existing licenses due to employee or technology changes. Of the $39,961,006 in anticipated expenditures, approximately $28,293,660, or 71 percent, would be purchased by DT for Office 365 licenses, which would be charged to various City departments through its internal service fund. Over the

initial three years of the contract, the departments with the most expenditures are projected to be Public Utilities Commission ($5,030,294), Department of Public Health ($2,610,671), Airport ($1,381,547), City Attorney's Office ($718,008), Human Services Agency ($480,944), and Police Department ($466,237).

RECOMMENDATION

Approve the proposed resolution.

SAN FRANCISCO
DEPARTMENT OF
TECHNOLOGY

Citywide Agreement with Zones for Microsoft Products

To: Budget and Finance Committee

July 12, 2023

Hao Xie, DT Strategic Sourcing Manager

Overview

New agreement for Microsoft software products & cloud computing solutions

- Not-to-Exceed Amount: $55M ($46M estimated spend + $9M as needed products)
- Contract Term: 3 years
- Objective: to replace the current agreement with Zones (expiring on 8/31/23)

Scope

- Participating Departments: all City departments except for MTA
- Example of Products:
  - Outlook, Words, Excel, PowerPoint & other common applications for all employees
  - Teams for meetings and conferences
  - SharePoint licenses for document management and employee collaboration
  - Many others: PowerBI for data analytics, SQL server for database management, PowerAutomate for process automation, EMS for mobile device security management, Azure for cloud computing

Cost Management

Effective Contract Negotiation

- 28,000 Enterprise Mobility & Security licenses free for 12 months - $1.5M saving in FY23
- 28,000 MS Teams licenses free for 3 years - $2.3M savings for FY24-26
- Upgrade from O365 to M365 – enhancing features without increasing cost

Robust Post-Award Contract Management

- Departments must seek approval from DT before placing any order
- DT sends monthly report of inactive licenses to all departments and asks for confirmation to close the accounts
- DT facilitates a major license clean-up with all participating departments every three years before contact renewal, resulting in savings of about $414,000/year

SAN FRANCISCO
DEPARTMENT OF
TECHNOLOGY

Citywide Agreement with Zones for Microsoft Products

Any Questions?

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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

RESELLER AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND ZONES, LLC

This Agreement is made this 1st day of August, 2023, in the City and County of San Francisco ("City"), State of California, by and between Zones, LLC, 1102 15TH Street SW, Auburn, WA 98001-6524 ("Contractor") and City.

Recitals

WHEREAS, the City through its Department of Technology ("Department" or "DT") wishes to procure a variety of Microsoft equipment, software and services from an authorized Licensed Support Provider selected pursuant to the County of Riverside Request for Quote #RIVCO-2020-RFQ-0000048, released on August 26, 2019; and

WHEREAS, the County of Riverside and Microsoft entered into Master Agreement Number 8084445, and amended on August 23, 2019, thereby extending the applicability of Government Level D pricing level and authorized Licensed Support Providers participation; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID #0000008278; and

WHEREAS, this is a contract for Services and the Local Business Entity ("LBE") subcontracting participation requirement for the Services has been waived; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on May 1, 2023 from the Civil Service Commission under PSC number 45005 – 22/23 in the amount of $55,000,000 for the period of 3 years; and

Now, THEREFORE, the parties agree as follows:

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Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Acceptance" means notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the products and/or services that are the subject of this Agreement shall be governed by the procedures set forth in Appendix C.

1.2 "Acceptance Period" means the period allocated by City to test the products and/or services that are to the subject of this Agreement to determine whether it/they conform/s to the applicable specifications and, if appropriate, properly operate in the defined operating environment, is capable of running on a repetitive basis, and is otherwise in compliance with the service level obligations without failure.

1.3 "Acceptance Window" means the time period following delivery of the products and/or services that are the subject of this Agreement during which Contractor must secure Acceptance of the completed phase from City.

1.4 "Actual Uptime" means the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

1.5 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

In Process

1.6 "Authorization or Authorization Document" means a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

1.7 "Authorized User" means Any End User authorized by City to access and utilize products and/or services that are the subject of this Agreement, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

1.8 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Technology and/or the Office of Contract Administration, hereinafter referred to as "Purchasing."

1.9 "City Data" means that data which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement, including data resulting from use of the products and/or services that are the subject of this Agreement. City Data includes, without limitation, Confidential Information. This includes data that is provided by a third-party to the City for use under this Agreement.

1.10 "City Portal" means an electronic gateway to a secure entry point via Contractor's Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the products and/or services that are the subject of this Agreement.

1.11 "City's Project Manager" means the individual specified by the City as the Project Manager authorized to administer this Agreement on the City's behalf.

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1.12 "CMD" means the Contract Monitoring Division of the City.

1.13 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.14 "Contractor" means [insert name] ". Wherever "Contractor," "Supplier" or "Reseller" appears in the Agreement, it shall be construed to mean [insert name] .

1.15 "Contractor Account or Project Manager" means the individual specified by Contractor as the Account Manager authorized to administer this Agreement on Contractor's behalf.

1.16 "Contractor's Website" means the Website that provides Authorized User access to the products and/or services that are the subject of this Agreement.

1.17 "Critical Milestones" means those milestones specified in the Project Schedule as Critical Milestones after which liquidated damages apply for failure to complete performance in accordance with this Agreement.

In Process

1.18 "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.19 "Data Center(s)" means a physical location within the United States where the Contractor (or its subcontractor) houses and operates the hardware (including computer servers, routers, and other related equipment) on which Contractor hosts on the Internet the SaaS Application and City Data pursuant to this Agreement.

1.20 "Deliverables" means Contractor's work product resulting from the products and services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the product described and/or listed in the "Scope of Services attached as Appendix A.

1.21 "Deliverable Data" means Project Data that is identified in Appendix A, and required to be delivered to the City.

1.22 "Designated CPU" means any central processing unit or attached processor complex, including its peripheral units, described in the Authorization Document. The Authorization Document may designate more than one CPU.

1.23 "Designated site" means any facility as the parties may designate from time to time in writing where the Designated CPU is located.

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1.24 "Disabling Code" means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the City's access to the SaaS Services through the Manufacturers Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.25 "Documentation" means the technical publications relating to the use of the products and/or services that are to the subject of this Agreement, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

1.26 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.27 "Errors, Defects and Malfunctions" means either a deviation between the function of the products and/or services that are to the subject of this Agreement and the documentation furnished by Contractor for the products and/or services that are to the subject of this Agreement, or a failure of these which degrades the use of the Software.

1.28 "End User" means any Authorized User authorized by City to access and use the Software and/or SAAS solution.

In Process

1.29 "Equipment" means the central processing unit[s] and associated peripheral devices and/or, computer hardware to be purchased or, leased by Contractor for the City.

1.30 "Facial Recognition Technology" means an automated or semi-automated process that assists in identifying or verifying an individual based on an individual's face.

1.31 "Fix" means repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.

1.32 "Functional Specifications" means the written description of City's requirements, operations, and procedures, which document is to be prepared by Contractor, and upon approval by City, shall form the basis for the Design Specifications as defined herein.

1.33 "Internet" means that certain global network of computers and devices commonly referred to as the "internet," including, without limitation, the World Wide Web.

1.34 "Licensed software/Licensed materials" of "Software" means one or more of the proprietary computer programs identified in Appendix A, 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. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.35 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, which impose specific duties and obligations upon Contractor.

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1.36 "Open Source Software" means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.37 "Limited Term Software" means a software license that Authorized User install on City's premise and access without the use of the Internet for a specified period of time beginning upon Acceptance and continuing thereafter for the period of time so authorized.

1.38 "Maintenance" means the enhancements, upgrades and new releases of the Licensed Software and/or SaaS, which includes only those additions and/or modifications to the Licensed Software and/or SaaS which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Manufacturer.

1.39 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.40 Manufacturer means Microsoft Corporation.

1.41 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.42 "Patch" means temporary repair or replacement of code in products and/or services that are to the subject of this Agreement to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the products and/or services that are the subject of this Agreement. Such a patch may address a variety of issues including without limitation fixing a software bug, installing new drivers, addressing new security vulnerabilities, addressing software stability issues, and upgrading the software. Patches are included in the annual payments made by City to Contractor for the products and/or services that are the subject of this Agreement.

1.43 "Performance Credit" means credit due to City by Contractor with regard to Contractor's service level obligations in Appendix C.

1.44 "Personally Identifiable Information (PII)" means any information about an individual, including information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked to an individual, such as medical, educational, financial, and employment information.

1.45 "Perpetual Software" means a software license that Authorized Users install on City's premise and access without the use of the Internet for a period of time that is indefinite beginning upon Acceptance.

1.46 "Precedence" means notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other pre-printed document by Contractor including Appendix A.

1.47 "Priority Category" means a priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of

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the Error, Defect or Malfunction and Contractor's and/or Manufacturer's reasonable analysis of the priority of the Error, Defect or Malfunction.

1.48 "Priority Protocol" means based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

1.49 "Reseller" means "means [insert name] . Wherever "Contractor," "Supplier" or "Reseller" appears in the Agreement, it shall be construed to mean [insert name] .

1.50 "Response Time" means the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

1.51 "Review Period" means the time period during which City shall review the completed Work of Phase 1 or 2 and give notice to Contractor of its acceptance or rejection of the completed phase.

1.52 "Revision" means an update to the current products and/or services that are to the subject of this Agreement which consists of minor enhancements to existing features and code corrections. Revisions are provided and included with the annual payments made by City to Contractor.

1.53 "SaaS" means software as a service and/or Online Services.

In Process

1.54 "SaaS Application/SaaS Software" means the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Manufacturer and/or Contractor's servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet.

1.55 "SaaS Implementation and Training Services" means the services by which the Manufacturer and/or Contractor will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to City.

1.56 "SaaS Issue" means a problem with the SaaS Services identified by the City that requires a response by Contractor and/or Manufacturer to resolve.

1.57 "SaaS Maintenance Services" means the activities to investigate, resolve SaaS Application and Services issues and correct product bugs arising from the use of the SaaS Application and Services in a manner consistent with the published specifications and functional requirements defined during implementation.

1.58 "SaaS Services" means the Services performed by Contractor to host the SaaS Application to provide the functionality listed in the Documentation.

1.59 "SaaS Severity Level" means a designation of the effect of a SaaS Issue on the City. The severity of a SaaS Issue is initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business.

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1.60 "Scheduled Downtime" means the total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.

1.61 "Scheduled SaaS Maintenance" means the time (in minutes) during the month, as measured by Contractor, in which access to the SaaS Services is scheduled to be unavailable for use by the City due to planned system maintenance and major version upgrades.

1.62 "Scheduled Uptime" means the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

1.63 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including, without limitation, Support Services, storage, simulation and testing services, training, benefits, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.64 "Successor Service Provider" means a new service provider, if any, selected by City in the event the SaaS Services are terminated under this Agreement.

1.65 "Supplier" means Microsoft. Wherever "Contractor," "Supplier" or "Reseller" appears in the Agreement, it shall be construed to mean[insert name] .

1.66 "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the City. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 4 refers to a fix. All Software Versions are provided and included as part of this Agreement upon request or approval from City for the upgrade.

1.67 "Source code" means the human readable compliable form of the Licensed Software to be provided by Contractor.

1.68 "Specifications" mean the functional and operational characteristics of the Licensed Software as described in Manufacturer's current published product descriptions and technical manuals.

1.69 "Subsequent Release" means release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported in accordance with the terms of this Agreement, including but not limited to Appendix C. Multiple Subsequent Releases may be supported under this Agreement at any given time.

1.70 "Support Services" means the Software support service required under this Agreement and Appendix C. Support Services include correcting a Software Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software, detection, warning and correction of viruses; and disabled/disabling code.

1.71 "System" means the Programs prepared by Manufacturer and provided to the City, and the Equipment on which those Programs operate, the combination of which shall satisfy the requirements set forth in the Performance Specifications.

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1.72 "Total Problems" means the total number of problems occurring in the reporting month.

1.73 "Total Transactions" means the total of Transactions occurring in the reporting month.

1.74 "Transactions" means Services web page loads, Services web page displays, and Authorized User Services requests.

1.75 "Transition Services" means that assistance reasonably requested by City to effect the orderly transition of the products and/or services that are the subject matter of this Agreement, in whole or in part, to City or to Successor Service Provider.

1.76 "Upgrade" means either an enhancement to the products and/or services that are the subject matter of this Agreement to add new features or functions to the system or software programming Revisions containing corrections to Errors, Defects and Malfunctions.

1.77 "Value Added Reseller" means a company that buys products and/or services that are the subject matter of this Agreement, improves it in some way ("adds value"), and then resells it.

1.78 "Warranty Period" means the period commencing with the installation of the products and/or services that are the subject matter of this Agreement during which reported Errors, Defects and Malfunctions are corrected without charge in accordance with the provisions below.

1.79 "Workaround" means a change in the procedures followed or end user operation of the products and/or services that are the subject matter of this Agreement to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the products and/or services that are the subject matter of this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on September 1, 2023 and expire on August 31, 2026, unless earlier terminated as otherwise provided herein. The City at its sole, absolute discretion, shall have the option to extend the term for six (6) additional years for a total of nine (9) years.

Article 3 Financial Matters

3.1 **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

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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 for this Agreement.

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

3.2 **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Products, Services and/or Licensed Software completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Products, Services and/or Licensed Software identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed fifty-five million dollars and no cents [$55,000,000]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Contractor shall provide a minimum discount on all products and services purchased though this Agreement, a list of the discount applied to each Microsoft category is in Appendix B, "Minimum Discounts Below Manufacturer's Price." In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement 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 at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and

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a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **[Reserved] LBE Payment and Utilization Tracking System.**

3.3.6 **Getting paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 **[Reserved] Grant Funded Contracts.**

3.3.8 **Payment Terms.**

(a) **Payment Due Date**: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Payments for Enterprise Licenses.** Pricing for Enterprise Licenses shall be fixed and not subject to increases in Years 1, 2 and 3. City and Contractor may agree to negotiate pricing for Years 4 through 9, should City extend the Agreement beyond its initial three-year term. Payment for each year shall be due annually.

(c) **Payments for As-needed Products:** Contractor's 0.50% Mark Up above Manufacturer's Level D Price for as-needed products shall remain fixed for Years 1, 2 and 3. However, City and Contractor may agree to negotiate a lower % Mark Up above Manufacturer's Level D Price for Years 4 through 9, should City extend the Agreement beyond its initial three-year term.

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data

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and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Most Favored Customer Notice.** For the duration of the Agreement, Contractor agrees to give the City notice if a similarly situated public customer of Contractor will receive rates for a substantially similar service or equipment, offered under substantially similar terms and conditions that are lower than the rates provided in this Agreement when the volume of business from the other customer is equal to or less than the volume of business the City receives under this Contract. Contractor agrees to promptly bring to the City's attention instances in which other customers of Contractor may receive lower rates for substantially similar services or equipment. At the end of each contract year, an executive level officer of Contractor shall certify in writing to the City that the Contractor has complied with this provision.

3.6 **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.7 **Reserved (Payment of Prevailing Wages)**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform**. The products and/or services that are the subject matter of this Agreement are listed in Appendix A. Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in this Agreement unless this Agreement is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Products and Services to be provided under this Agreement.** The Microsoft products and services that may be purchased through Contractor fall into the following categories.

4.2.1 **Equipment.** Subject to City's payment of fees to Reseller as set forth in Appendix B, "Calculation of Charges," Reseller shall, for the term of this Agreement, procure and pass through to the City for its use, the equipment specified in Appendix A. Reseller's

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procurement of said equipment shall be further subject and pursuant to the terms and conditions attached herein as Appendix C.

4.2.2 **Licensed Software, SaaS and Subscription Based Software.** Subject to City's payment of fees to Reseller as set forth in Appendix B, "Calculation of Charges," Reseller shall, for the term of this Agreement, procure and pass through to the City for its use, the software licenses, SaaS, and subscription-based software specified in Appendix A. Reseller's procurement of said licenses shall be further subject and pursuant to the terms and conditions attached herein as Appendix C.

(a) **Maintenance and Support.** Subject to City's payment of fees to Reseller as set forth in Appendix B, "Calculation of Charges," Reseller shall, for the term of this Agreement, procure and pass through to the City for its use, the maintenance and support services specified in Appendix A. Reseller's procurement of said maintenance and support shall be further subject and pursuant to the terms and conditions attached herein as Appendix C. The maintenance and support services may include but are not limited to Microsoft Premier Support and Microsoft Unified Support.

4.3 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

In Process

4.4 **Subcontracting.**

4.4.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" and Article 13 "Data and Security" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[List subcontractor(s), if any]

4.5 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.5.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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

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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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.5.2 **Payment of Employment 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 this Section 4.4 shall be solely limited to 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.6 **Assignment**. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise,

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of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.7 **Warranty**. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** 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:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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(b) Reserved, (Automobile Liability Coverage)

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Reserved (Professional Liability Coverage)

(e) Technology Errors and Omissions Liability coverage, with limits of $10,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the Agreement and shall also provide coverage for the following risks:

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

(ii) 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.

(f) Cyber and Privacy Insurance with limits of not less than $20,000,000 per claim. Such insurance shall include coverage for 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

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numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved (Pollution Liability Insurance)

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) Reserved. (Commercial Automobile Liability Insurance Additional Insured Endorsement).

5.1.3 **Waiver of Subrogation Endorsements**

Reserved. (Workers Compensation Insurance Waiver of Subrogation Endorsement).

Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved. (Commercial Automobile Liability Insurance Additional Insured Endorsement).

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(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.4 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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,

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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.

(e) 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.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is 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.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.1 **Infringement Indemnification.** If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of products and/or services that are the subject of this agreement infringes a patent, copyright, or any right of a

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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, provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates the City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. 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 products and/or services that are the subject of this agreement 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 products and/or services that are the subject of this agreement by reason of Infringement, or in Contractor's opinion City's use of the products and/or services that are the subject of this agreement 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 products and/or services that are the subject of this agreement as contemplated hereunder, (b) replace the products and/or services that are the subject of this agreement with a non-infringing, functionally equivalent substitute products and/or services that are the subject of this agreement, or (c) suitably modify the products and/or services that are the subject of this agreement to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the products and/or services that are the subject of this agreement. 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 products and/or services that are the subject of this agreement. Any unauthorized modification or attempted modification of the products and/or services that are the subject of this agreement by City or any failure by City to implement any improvements or updates to the products and/or services that are the subject of this agreement, 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 SaaS Application and Services with products or data of the type for which the products and/or services that are the subject of this agreement was neither designed nor intended to be used.

Article 6 Liability of the Parties

6.1 **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

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6.2 **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

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7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount

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required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this

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Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

In Process

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time

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in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

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8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services		9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance		9.2	Works for Hire
3.4	Audit and Inspection of Records		11.6	Dispute Resolution Procedure
3.5	Submitting False Claims		11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

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Article 9 Rights In Deliverables

9.1 **Ownership of Results**. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire**. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's

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copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference**. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements.**

10.5.1 **Nondiscrimination in Contracts**. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to

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comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits**. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 **Reserved. (Local Business Enterprise and Non-Discrimination in Contracting Ordinance).**

10.7 **Minimum Compensation Ordinance**. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

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10.8 **Health Care Accountability Ordinance**. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

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which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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10.12 **Reserved. (Slavery Era Disclosure.)**

10.13 **Reserved. (Working with Minors.)**

10.14 **Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 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 http://sfgov.org/olse/fco. 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.

10.14.2 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

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10.15 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

10.16 **Reserved. (Food Service Waste Reduction Requirements.)**

10.17 **Reserved. (Distribution of Beverages and Water.)**

10.18 **Tropical Hardwood and Virgin Redwood Ban**. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Reserved. (Preservative Treated Wood Products.)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: City and County of San Francisco
Department of Technology, Contracts Administration
Attn: Contracts Manager
One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
CityEA@sfgov.org

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To Contractor: Zones, LLC
Attn: Imran Yunus
1102 15th Street SW
Auburn, WA 98001-6524
Sf.ms@zones.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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11.5 **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure**.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

For Process

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **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.

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

11.9 **Entire Agreement**. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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 as they may be

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amended from time to time.

11.11 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated May 18, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

For Reference

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 **Reserved**.

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

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13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing 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 or Confidential Information.

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml). Compliance with the PCI DSS shall be achieved through a third-party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

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13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Business Associate Agreement.** This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Business Associate Addendum executed by Microsoft is hereby attached as Appendix A (6).

13.4 **Management of City Data and Confidential Information.**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the

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City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

13.6 **Disaster Recovery**. Contractor shall support the City in the event of a disaster that disrupts the City's Microsoft services by working with the City and other City Contractors to restore service as soon as possible; and case managing the restoration or replacement of equipment at covered locations that are designated by the City as being critical for public safety and City business. Because the City is a Public Safety and Public Service provider, Supplier shall ensure City is among the highest priority clients for recovery in the event of a large-scale disaster.

13.7 **Facial Recognition Technology Ban.** San Francisco Administrative Code Section 19B forbids most City Departments from obtaining, accessing or using Face Recognition Technology or information obtained from Face Recognition Technology. Contractor acknowledges that if this agreement has been entered to procure technology that contains Face Recognition Technology, the Face Recognition Technology is a stock, manufacturer-installed capability, bundled with software, or stored on a product or device and the Face Recognition Technology function cannot be deleted from the software, or product, or device.

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Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland**. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

➔ **[SIGNATURES ON FOLLOWING PAGE]**

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

CITY

Recommended by:

Linda Gerull
City Chief Information Officer
Department of Technology

CONTRACTOR

ZONES, LLC

DocuSigned by:
Derek de Bakker
F2CC96E8808B480...

Derek De Bakker
General Counsel

May 31, 2023 | 7:13 PM EDT

City Supplier Number: 0000038064

Approved as to Form:

David Chiu
City Attorney

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By: _____
Margarita Gutierrez
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Sailaja Kurella

Appendices

A: Microsoft Documents

1. Riverside Enterprise Agreement
2. Enterprise Enrollment
3. Enterprise Enrollment Custom Terms
4. Product Terms
5. Product and Services Data Protection Addendum
6. Online Services – Service Level Agreement
7. Business Associate Addendum

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8. Supplemental Contact Information Form

B: Calculation of Charges
C: City Terms and Conditions
D: Compliance Requirements

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Appendix A
Scope of Services

Microsoft Documents:

A1. Riverside Enterprise Agreement
A2. Enterprise Enrollment
A3. Enterprise Enrollment Custom Terms
A4. Product Terms
A5. Product and Services Data Protection Addendum
A6. Online Services – Service Level Agreement
A7. Business Associate Addendum
A8. Supplemental Contact Information Form

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Appendix A
Scope of Services

Microsoft Documents:

A1. Riverside Enterprise Agreement

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Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

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"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

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

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

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c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

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g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

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operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

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(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** 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 the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

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d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained 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.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

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law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

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non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

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14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

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n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

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Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

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; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

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Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

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Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

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Appendix A
Scope of Services

Microsoft Documents:

A2. Enterprise Enrollment

In Process

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Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	
Framework ID *(if applicable)*	

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

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

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

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

Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are 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 Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

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may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

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

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

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

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

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

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

3. Pricing.

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

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

4. Payment terms.

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

5. End of Enrollment term and termination.

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

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

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

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term 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 as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with 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 or issued the notice.

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

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

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

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

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

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

Name of entity (must be legal entity name)*
Contact name* First Last
Contact email address*
Street address*
City*

State*
Postal code* -
(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 to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

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

Contact name* First **Last**
Contact email address*
Street address*
City*
State*
Postal code* -
(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 Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

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

Contact name*: First **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 Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State*
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 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

3. Financing elections.

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

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

DocuSign Envelope ID: 13D979C9-1000-46E9-B6CF-F05B0E911BB3

Appendix A
Scope of Services

Microsoft Documents:

A3. Enterprise Enrollment Custom Terms

In Process

DocuSign Envelope ID: 13D979C9-1000-46E9-B6CF-F05B0E911BB3

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | | CCSF2020

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Custom Terms CTM

The Enrollment is hereby amended as follows:

1. The first paragraph of the Enrollment is amended by the addition of the following content:

   In addition to purchasing Licenses for its own use, the City and County of San Francisco through the Department of Technology ("Enrolled Affiliate") intends to purchase certain Online Services from Microsoft under this Enrollment on behalf of, and for use by, other government agencies, departments, offices, instrumentalities, divisions, units or other entities that are supervised by or are part of the City and County of San Francisco (hereafter "Agencies"). For purposes of this Enrollment, Enrolled Affiliate is the licensee, and as such is solely responsible and liable for all Licenses purchased under this Enrollment, including Licenses that Enrolled Affiliate purchases on behalf of Agencies.

   Agencies may also maintain their own Enterprise Enrollments ("Agency Enrollments") to procure other software or Online Services from Microsoft as follows:

   a. The Agency which enrolls in an Agency Enrollment is the licensee, and as such is solely responsible and liable for all Licenses purchased under the Agency Enrollment.
   b. Agencies may order Bridge CALs under Agency Enrollments provided the Qualifying Online Service is purchased either under the Agency Enrollment or under this Enrollment.
   c. Agency Enrollments will be coterminous with this Enrollment (i.e. will expire on the same date as this Enrollment).

2. The paragraph entitled "Term" on page one is replaced in its entirety with the following:

   Term. The initial term of this Enrollment will expire on the last day of the month*, thirty-nine (39) full calendar months from the effective date of the initial term and expire on August 31, 2023*.

   Due to the revised Term, the annual anniversary will be on June 1st with the final contract year being a fifteen-month term (15) ending on August 31, 2023.

3. A new definition for "Combined Enrollments" is hereby added as follows:

"Combined Enrollments" means the aggregate of all Enrollments signed with the entity names identified in the table below and with an effective date of June 1, 2020.

Combined Enrollments
San Francisco Department of Technology
San Francisco Juvenile Probation Department
San Francisco Public Utilities Commission
San Francisco Sheriff's Department
San Francisco Department of Public Health
San Francisco Human Resources Department
San Francisco Adult Probation Department
San Francisco Office of Community Investment and Infrastructure
San Francisco International Airport - ITT
San Francisco Department of Children, Youth & Their Families (DCYF)
San Francisco Human Services Agency
San Francisco Department of Public Works (DPW)
San Francisco District Attorney's Office
San Francisco Fire Department
San Francisco City Planning Department
San Francisco Department of Building Inspection (DBI)
San Francisco Department of Technology - Test
San Francisco Employees' Retirement System
San Francisco Police Department
San Francisco Recreation and Park Department
San Francisco Arts Commission
San Francisco War Memorial
San Francisco City Attorneys Office
San Francisco Controller's Office
San Francisco Office of the Treasurer and Tax Collector
Port of San Francisco
San Francisco Department of the Environment

4. Section 2(i) titled "Clerical errors" is hereby replaced in its entirety with the following:

i. Clerical errors. Microsoft *and Enrolled Affiliate* may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for *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.

5. The A new Subsection (f) titled "Continuity after Termination or Expiration of Enrollment" is hereby added under Section 5. titled "End of Enrollment term and termination" as follows"

f. Continuity after Termination or Expiration of Enrollment.

i. If Enrolled Affiliate terminates the Enrollment for any reason, or if the Enrollment expires or terminates for any reason, other than for the reason set out in paragraph 2 below, then Enrolled Affiliate may elect to extend the Online Services on a month-to-month basis for up to twelve months from the date of

termination by providing notice of such election to Microsoft. During such period, Microsoft will continue to provide, and Enrolled Affiliate will continue to receive and pay for, the Online Services pursuant to the terms and conditions of the Enrollment. In addition, during such period Enrolled Affiliate will be able to retrieve its Customer Data through Microsoft's standard processes and tools. The retrieval of Customer Data from the Online Services into Enrolled Affiliate's selected system or online service will occur at Enrolled Affiliate's expense and by Enrolled Affiliate selected means. Enrolled Affiliate may choose to engage with the Microsoft's Professional Services Organization or another provider for assistance in transferring Customer Data. Enrolled Affiliate may cancel the extended service by providing a notice of cancellation to Microsoft. Cancellation will be effective at the end of the month following thirty days after Microsoft receives the notice of cancellation. After the effective date of the service cancellation, the removal of Customer Data from the Online Services will be subject to the Data Retention and Deletion section of the Online Services Data Protection Addendum.

ii. If Microsoft terminates the Enrollment as a result of an uncured breach by Enrolled Affiliate, Microsoft will continue to provide the Online Services on a month-to-month basis for up to twelve months from the date of termination. During such period, Microsoft will continue to provide, and Enrolled Affiliate will continue to receive and pay for, the Online Services pursuant to the terms and conditions of the Enrollment. In addition, during such period Enrolled Affiliate will be able to retrieve its Customer Data through Microsoft's standard processes and tools. The retrieval of Customer Data from the Online Services into Enrolled Affiliate's selected system or online service will occur at Enrolled Affiliate's expense and by Enrolled Affiliate selected means. Enrolled Affiliate may choose to engage with the Microsoft's Professional Services Organization or another provider for assistance in transferring Customer Data. Enrolled Affiliate may cancel the extended service by providing a notice of cancellation to Microsoft. Cancellation will be effective at the end of the month following thirty days after Microsoft receives the notice of cancellation. After the effective date of the service cancellation, the removal of Customer Data from the Online Services will be subject to the Data Retention and Deletion section of the Online Services Data Protection Addendum.

5. A new Section titled "Miscellaneous" is hereby added to the Enrollment as follows:

Miscellaneous.

a. 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.

b. Public Records Laws. Enrolled Affiliate 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 Affiliate 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 Affiliate 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 Affiliate's deadline for responding to the CPRA or Sunshine Law request. If Microsoft fails to obtain such remedy within Enrolled

Affiliate's deadline for responding to the CPRA or Sunshine Law request, Enrolled Affiliate may disclose the requested information. Microsoft further agrees that it shall defend against any claim, action or litigation (including only the expenses incurred by Enrolled Affiliate related to – judgments for costs, fees, and attorney's fees) that may result from denial by Enrolled Affiliate 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 Affiliate's acts or omissions.

c. Background Checks. Microsoft performs the following background checks on all US personnel who have potential to access Customer Data. 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.

Solely for purposes of this Enrollment, the following sections of the Enterprise Agreement number 8084445 are amended as follows:

1. Section 10. "Warranties", subsection b. "Exclusions" is replaced in its entirety with the following:

   b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements *identified in the applicable Product documentation*. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

2. Section 11. "Defense of third-party claims", subsection b. "By Enrolled Affiliate" is replaced in its entirety with the following:

   b. By Enrolled Affiliate. Enrolled Affiliate *agrees that Microsoft will have a breach of contract claim against Enrolled Affiliate for any legal action brought against Microsoft arising out of, in connection with, or related to:*

   (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

   (ii) arises from use of an Online Service in violation of applicable laws and regulations; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

   Enrolled Affiliate will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section titled "By Enrolled Affiliate."

3. Section 12. "Limitation of liability" is replaced in its entirety with the following:

   12. Limitation of liability.

   Each party's maximum, aggregate liability to the other for all claims arising under any Enrollment within the Combined Enrollments is limited to direct damages finally awarded in an

amount not to exceed the amounts paid and payable for all Products (including all Online Services) during the term of the Combined Enrollments, provided that in no event will a party's aggregate liability exceed the amount paid and payable under the Combined Enrollments, and subject to the following:

a. Free Products and Distributable Code. For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

b. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

c. Exceptions.

i. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

ii. No limitation will apply to either party's liability for direct damages caused by

(i) such party's gross negligence or willful misconduct 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"); or

(ii) personal injury caused by Microsoft's negligence or that of its employees or agents.

For purposes of clarity, the exclusions in the Agreement for recovery of indirect, consequential, special, or incidental damages, or damages for lost profits, revenues, business interruption, or loss of business information remain applicable for claims arising out of (i) a party's gross negligence or willful misconduct or (ii) personal injury.

"payable" for the purposes of this clause means the sum of Customer monetary obligations to Microsoft through the Reseller for the term of the Enrollment, including but not limited to, all three annual payments combined, and any supplemental or true up orders.

To the extent that a Security Incident (as defined in the Online Services Data Protection Addendum) results from Microsoft's failure to comply with its obligations under the Enrollment, and subject to the limitations of liability as outlined in this Section, Microsoft will reimburse Enrolled Affiliate for reasonable out-of-pocket remediation costs incurred by Enrolled Affiliate in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Enrolled Affiliate's industry, based on the nature and scope of the Security Incident, and (b) do not arise from or relate to Enrolled Affiliate's violation of (i) laws applicable to Enrolled Affiliate or (ii) Enrolled Affiliate's obligations to third parties, and (c) in no event include costs arising related to compliance with laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not generally applicable to information technology services providers. Enrolled Affiliate must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, industry-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph, including fines assessed by the State of California against Enrolled Affiliate in relation to a Security Incident resulting from Microsoft's failure to comply with its obligations under this Enrollment, will be characterized as direct damages subject to the limitation on liability as outlined in this Section, and not as special damages excluded in subsection c. "Exclusions" above.

For clarity, a Security Incident is defined in the Online Services Data Protection Addendum in the section titled "Security Incident Notification" as a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by Microsoft (each a "Security Incident").

4. Section 14. "Miscellaneous", subsection c. "Notices" is replaced in its entirety with the following:

c. Notices. Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing and will be treated as delivered on the date shown on the return receipt. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

A copy of each notice should be sent to:
Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

5. Section 14. "Miscellaneous", subsection f. "Assignment" is replaced in its entirety with the following:

f. Assignment. Any proposed assignment must be approved by the non-assigning party in writing. *Approval of an assignment may not be unreasonably withheld.* Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval *shall be null and* void. *For the purpose of this paragraph, the Customer will not unreasonably prohibit Microsoft from freely assigning its right to payment, provided that Microsoft remains responsible for its obligations hereunder.*

6. Section 14. "Miscellaneous", subsection g. "Applicable law; dispute resolution" is replaced in its entirety with the following:

g. Applicable law; dispute resolution. *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.*

7. Section 14. "Miscellaneous", subsection m. "Order of Precedence" is replaced in its entirety with the following:

m. Order of precedence. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will

control in the following order from highest to lowest priority: (1) the Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) *the Online Services Data Protection Addendum*, (5) the Online Services Terms, (6) orders submitted under this Agreement, and (7) any other documents in the Agreement.

Notwithstanding anything to the contrary in Online Services Data Protection Addendum, and for avoidance of the doubt, the terms of Section 6(d)(iii) of the Enterprise Enrollment prevail with respect to the location of Customer Data at rest for Government Community Cloud Services.

The HIPAA BAA is hereby amended as follows:

1. Section 3. a. (v) of the *Microsoft Online Services HIPAA Business Associate Agreement* is hereby amended and replaced in its entirety as follows:

(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 Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with the Section titled "Disclosure of Processed Data" in the Online Services Terms.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. 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 Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities

Enterprise Enrollment
Multi-Tenant Enrollment
Amendment M130

1. Definitions.

a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.

b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies:
http://technet.microsoft.com/en-us/library/jj819284.aspx

c. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. Tenant Enrollment terms.

a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate or subset of Affiliates included in its Enterprise that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment.

To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the table in Appendix A to this amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

b. Notwithstanding that the Tenant Affiliates listed in the table in Appendix A will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

c. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

d. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

e. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

f. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.

g. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.

h. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).

i. Due to technical considerations for multi-tenant deployment, described below, Licenses may not be reassigned between the Tenant Affiliates.

j. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Appendix A, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.

k. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. Technical considerations for multi-Tenant deployment.

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.

b. No consolidated Global Address List for all Tenants.

c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.

d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).

e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Entity Name". This entity name must be provided in Appendix A for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.

b. For each Tenant Enrollment, an Online Services Manager must be provided in Appendix A.

c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

.

Appendix A

Prior Enrollment # (if renewal) New Enrollment # (MS Complete)	Profile ID	Tenant Affiliate Entity Name	Contact Name First, Last, Phone#(optional)	OSM Email	Is this contact a third party?*
					☐ YES ☐ NO
					☐ YES ☐ NO
					☐ YES ☐ NO
					☐ YES ☐ NO
					☐ YES ☐ NO

*Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

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Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

a. "Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

b. "Lead Enrollment" means the Enrollment identified above.

c. "Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

d. "Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

e. "Tenant Affiliate" means an Affiliate in Enrolled Affiliate's Enterprise that is identified in Appendix A, attached hereto.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. Tenant Affiliate Access and Enrolled Affiliate Obligations. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in Appendix A. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. Tenant Administrator User Credentials. Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. Azure Monetary Commitment. Each Tenant Affiliate must purchase an Azure Monetary Commitment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. Purchasing

(i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

(ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

(iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

(iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. Orders. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant

Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in Appendix A. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

Appendix A

1	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:
	Notices and Online Services Manager Contact Details	Contact name: First: Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☐ NO ***Warning**: This contact receives personally identifiable information of the Customer and its Affiliates.
2	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:
	Notices and Online Services Manager Contact Details	Contact name: First: Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☐ NO ***Warning**: This contact receives personally identifiable information of the Customer and its Affiliates.
3	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:

	Notices and Online Services Manager Contact Details	Contact name: First: Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☐ NO ***Warning**: This contact receives personally identifiable information of the Customer and its Affiliates.
4	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:
	Notices and Online Services Manager Contact Details	Contact name: First: Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☐ NO ***Warning**: This contact receives personally identifiable information of the Customer and its Affiliates.

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

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

Microsoft Internal Use Only:

CCSF Renewal Amendment for CCSF Review.docx	CTM	CTM-CTC-ENR-LOL-PUR-OST-CTL-AGR	BD
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
(M130)EnrAmend(Multi-TenantEnrollment)(WW)(ENG)(Jan2020)v3(IU) .docx		M130	PLSS
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Aug2017)(IU).docx		M423	B

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Appendix A
Scope of Services

Microsoft Documents:

A4. Product Terms

In Process

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Product Terms

Publication Date: March 15, 2023

Program: EA/EAS/SCE

In Process

Microsoft

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Introduction

About this Document

This copy of the Product Terms has been downloaded from https://www.microsoft.com/licensing/terms for the date and program indicated on the title page and based on the selected products or configurations.

The terms formerly contained in the "Online Services Terms" have been moved into the "Product Terms" and no longer exist as standalone terms. The unified Product Terms are incorporated by reference into agreements governing Customer's use of Microsoft Products and Professional Services.

Access to versions of the Product Terms and Online Services Terms published prior to February 2021 are available here. Updates that Microsoft makes from time to time to Use Rights apply to Customer as set forth in Customer's agreement.

In Process

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Summary of Changes

Below is a summary of changes and updates made to the terms over the past 12 months. To see prior months, change the effective date in the top navigation to view a prior publish date.

March 15, 2023

Microsoft 365: Added SharePoint Advanced Management to the Availability and License Prerequisites tables.

March 1, 2023

Microsoft Intune: Updated Availability table to include Intune Suite and Intune Plan 2, as well as added a License Prerequisites table for both offers.

Microsoft 365: Removed all content for Education Insights as the offer has been depreciated. Updated Availability Table for two new offers; Forensic Evidence for Insider Risk Management, and Microsoft Defender Vulnerability Management Add-on, as well as the necessary prerequisites for the Vulnerability Management Add-on.

Microsoft Dynamics 365 Services: Updated all references of Microsoft Relationship Sales Solution Plus to Microsoft Relationship Sales to align with name change.

Privacy & Security Terms: Updated the Azure Core Services to include Azure Form Recognizer, Azure Immersive Reader, Azure Metrics Advisor, and Azure Red Hat OpenShift.

February 1, 2023

Audio Services: Clarifying that the Operator Connect terms includes Operator Connect for Microsoft Teams and Microsoft Teams Phone Mobile.

In Process

Exchange Online: Updated *Archiving* under the Core Features for Exchange Online Archiving to include Exchange Online Kiosk.

Microsoft Azure: Added Service Specific Terms for the launch of Azure Communications Gateway and Azure Private 5G Core.

Privacy & Security Terms: Added Windows 365 to the list of Core Online Services.

Software Assurance Benefits: Removed terms related to 24x7 Problem Resolution Support as the benefit is retired.

Windows Desktop Operating System: Added Universal Print Volume Add-on SKUs to the Availability Table as well as the prerequisite licenses needed to license the add-on.

January 1, 2023

Microsoft Defender for Endpoint: Update to clarify that customers may use Defender products on all devices and clouds.

Privacy & Security Terms: Added language to the Privacy & Security Terms that describe EU Data Boundary Services.

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Removed terms related to StorSimple due to service retirement.

Windows Desktop Operating System: Updated the Software Assurance Lapse term based on recent Servicing channel changes. Removed Desktop Analytics from the list of products with "Additional License Terms for Online Services" as it has been retired.

December 12, 2022

Azure Services and Dynamics 365 Services: Added back Azure Communication Services (ACS) terms that were unintentionally removed in the December 1, 2022 publication. Minor modifications of the ACS language to align with the new Communication Services Notice.

December 1, 2022

Universal License Terms for Online Services: Updated Acceptable Use Policy to clarify that mining cryptocurrency is prohibited without prior Microsoft approval.

Azure DevOps Server: Updated terms to support the launch of Azure DevOps Server 2022.

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Notices: Added a standard notice for Communication Services. Updated various Product pages to reflect the update which will also be reflected in the Communication Services Terms document.

November 17, 2022

Updated left navigation layout on website view to include links to supplementary documents such as the Data Protection Addendum and Consolidated Service Level Agreement, as well as additional licensing resources such as licensing briefs, guides, and other materials.

BizTalk Server: Updated License Model terms to require active Software Assurance to license by individual Virtual OSE.

SQL Server: Updates to support the launch of SQL 2022, including new Software Assurance Benefits and License Model updates.

Microsoft Azure: Added new disaster recovery benefits/fail-over rights for Azure SQL services, including Azure SQL Managed Instance, and Azure SQL Server Virtual Machines.

November 1, 2022

Universal License Terms for Online Services: Added a new section called "Microsoft Security Products Data Handling" to enable Microsoft Security products to share data with other Microsoft Security products listed in the relevant product documentation and details how that data will be governed. It also removes redundant sections in the Product specific terms that previously allowed data integration now covered by the Data Handling section.

Privacy & Security Terms: Updated Office 365 Services paragraph in the "Location of Customer Data at Rest for Core Online Services" section to add commitments for Microsoft Teams and the Advanced Data Residency offering.

Microsoft 365: Added Microsoft 365 Cross Tenant Migration and Advanced Data Residency offers to the Availability and License Prerequisites tables.

Microsoft Azure: Added language to Azure Reservations Purchase clause for Commitment Tiers and Disconnected Containers. Updated Azure Active Directory Basic Service Specific Terms to permit unlimited SSO.

In Process

Microsoft Defender for Business servers: Added a new entry for Microsoft Defender for Business servers available in MCA.

Microsoft Power Platform: Updated Availability table and Purchasing Minimums to reflect launch of Power Pages.

GitHub Offerings: Updated Extended Term Eligibility section of the Product Conditions table to reflect that GitHub Advanced Security, Enterprise, and Insights are Extended Term Eligible.

Promotions: Added promotion for Microsoft Defender for Endpoint for EA/EAS customers.

Software Assurance Benefits: Clarified Self Hosting benefit when used with Windows Server.

October 12, 2022

Microsoft Azure: Added terms for Azure compute savings plan offer. Updated Azure Hybrid Benefit terms to include Azure Stack HCI for Enterprise Agreement customers.

October 1, 2022

Updated licensing terms for dedicated hosted cloud services. Changes to support this update have been made throughout the Product Terms, but the most significant changes are to the Outsourcing Software Management clause in the Universal License Terms for all Software, as well as the License Model terms for on-premises software (e.g. Windows Server). For more detail, please see https://www.microsoft.com/licensing/news/updated-licensing-rights-for-dedicated-cloud.

Microsoft 365: Added SharePoint Advanced Management, Workload Identities, and Viva Sales to the Availability tables (EA and MCA), as well as updated License Prerequisites table to include these offers. Added Microsoft 365 Professional Direct Support to the MCA Availability table.

Microsoft Azure: Updated API Terms to remove abbreviations and add clarity to which APIs apply. Additionally, updated Azure Communication Services interoperability and messaging requirements.

Microsoft Intune: Removed Intune for EDU (Device) from the MCA.

Windows Desktop Operating System: Updated the Purchase Eligibility for Windows 11 Home to Pro geographic areas to include Mexico, Central America, and South America.

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September 1, 2022

Audio Services: Removed Teams Rooms Standard and Premium and added Microsoft Teams Rooms Basic and Pro to the Availability Table.

Privacy & Security Terms: Updated the Office 365 Services geographic areas to include Qatar under the Location of Customer Data at Rest for Core Online Services section.

Storage Array, Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Updated Azure Databox & Azure Stack Edge terms to focus on use rights and create clarity. Additional information regarding these offerings is linked within the terms.

August 1, 2022

Microsoft 365: Updated device screen size limitations from 10.1" to 10.9" for Microsoft 365 F1 and F3.

Microsoft Defender Experts for Hunting: Added terms for this new offer.

Microsoft Learning: Removed references to Imagine Academy. The offer is now provided at no cost via education license Agreements and the terms are provided during the signup process.

Microsoft Teams: Updated Health Sector Customers clause with language regarding medical records.

Software Assurance Benefits: Updated references of Home Use Program to Workplace Discount Program to align with branding. No changes to terms.

Subscription License Suites: Added Microsoft Defender for Endpoint Plan 1 to the Microsoft 365 Enterprise and Education tables.

July 1, 2022

Audio Services: Removed references to Business Voice as the offer is retired.

GitHub Offerings: Removed GitHub Learning Lab for Organizations. This is no longer offered. Added a link to the use rights terms that govern access to GitHub Enterprise software or the online service for preview, demonstration, pre-release versions, training or evaluation purposes.

In Process

Microsoft 365: Updated entitlements of AI Builder credits for SharePoint Syntex from 1 million credits with 300+ SharePoint Syntex licenses to 3.5K credits per license.

Microsoft Azure: Added service specific terms for Azure Orbital. Updated Cognitive Services and Applied AI Services service specific terms, specifically "Limited Access Services" terms to accommodate a transition to a new process for managing access to and use of specific "Limited Access" AI Services

Microsoft Dynamics 365 Services: Updated Purchasing Minimums table for Academic for clarity, and to accommodate a name change. Added Business Central offers to the Dual Use Rights table (MCA only) as it was missing previously.

Microsoft Cloud for Nonprofit Add-On: Updated Qualifying Licenses to include academic plans.

Office 365 Suites: Updated Add-on table to remove retired offers.

Program Agreement Supplemental Terms: Added a modification to the Cancellation Policy for Microsoft Customer Agreement to be more accurate when calculating the period to cancel a subscription.

SharePoint Server: Updated SharePoint Server use rights to include subscription licenses as a prerequisite for running/accessing SharePoint Server Subscription Edition Software.

Subscription License Suites: Updated Microsoft 365 Business table to include Microsoft Defender for Business.

Windows Autopatch: Added terms for Windows Autopatch.

June 1, 2022

Microsoft 365: Added Microsoft 365 F5 eDiscovery and Audit, Microsoft 365 F5 Information Protection and Governance, and Microsoft 365 F5 Insider Risk Management suites to the Availability tables (EA and MCA), as well as updated License Prerequisites table to include these offers.

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Microsoft Azure: Removed Azure Customer Solution service specific clauses from Azure Kubernetes Service and Azure Stack HCI as the recent Azure Customer Solution clause encompasses these terms. Removed End User Relationship clause from Azure Communication Services as language is covered in contract stack and the recent Azure Customer Solution clause applies. Updated Microsoft Azure Services Plan definition to drive clarity on which Azure products apply.

Microsoft Power Platform: Added terms for Power Apps embedded Wrap feature to enable distributable code and update requirements.

Microsoft Sustainability Manager: Added terms for the Microsoft Sustainability Manager offer.

Minecraft: Education Edition: Removed Bing Maps notice clause. This is being done to put Minecraft under the DPA instead of the Privacy Statement referenced in the Bing Maps Notices.

Privacy & Security Terms: Updated Power Platform Core Services data at rest section to align with Microsoft Trust Center updates.

SQL Server: Clarified that eligible SQL Server customers may also run a passive instance of Power BI Report Server in eligible Fail-Over OSEs.

May 1, 2022

Microsoft 365: Added Microsoft 365 Business Premium as an eligible prerequisite for Remote Help in the License Prerequisites table. Added Microsoft Defender for Business to the availability table and a statement that Customers may not provision more than 300 User subscription licenses.

Microsoft Azure: Added terms for Azure Dev Ops to the Service Specific Terms. Updated Azure Maps terms covering use of imagery data and copyrights. Removed IoT Suites from Availability Tables as the offer has been retired.

Microsoft Dynamics 365 Services: Update LinkedIn Sales Navigator clause with updated LinkedIn DPA URL.

Privacy & Security Terms: Added "Azure Firewall" to the Microsoft Azure Core Services section of the Core Online Services table.

Program Agreement Supplemental Terms: Added supplemental terms for the Microsoft Customer Agreement covering renewal, cancellation policy, and coterminosity.

In Process

SQL Server: Added Distributed Availability Groups to SQL Standard with limited use rights.

April 11, 2022

Universal Terms for Online Services: Updated the Cancellation Policy clause from 72 hours to 7 days.

April 1, 2022

Microsoft Cloud for Healthcare Add-On: Updating Cloud for Healthcare SKU in Availability table to reflect it is not Per User and only sold per Tenant now.

Microsoft 365: Added Remote Help offer to the Availability and Prerequisites tables.

Microsoft Dynamics 365 Services: Added Dynamics 365 Customer Voice & Digital Messaging to the Availability table. Added a clause for Dynamics 365 Third-Party Funds Transfers that specifies that such third-party service provider is solely responsible for funds. Updated the Embedded editions of D365 Services clause for program availability (to show for MCA only). Removed Team Members License Features clause as it is not relevant for new customers.

Microsoft Teams: Clarified Microsoft Teams External User Entitlements (External Users may access Teams Webinars).

Notices: Added a clause for Nvidia Components notice.

Privacy & Security Terms: Added "Azure Health Data Services" to the Microsoft Azure Core Services section of the Core Online Services table.

Student Use Benefits and Academic Programs: Added Microsoft Bookings to the Student Use Benefit for Office 365 A3 and A5.

System Center: Updated System Center Server, Operations Manager, Orchestrator, and Service Manager entries to support launch of the 2022 versions. No changes to license terms.

Windows Desktop Operating System: Windows 11 Pro (Per Device) has been added to the Availability table for MCA as it is now available via CSP.

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March 1, 2022

Glossary: Minor update to the definition of Microsoft Azure Services for clarity.

Microsoft 365: Privacy Management has been rebranded as Priva.

Microsoft Azure: Relocating Azure Spot "Purchasing" clause and adding Azure Communication Services clause to "Pricing" section. Update for content organization only, no change to intent.

Microsoft Cloud for Healthcare Add-on: Updated prerequisites table to include additional Office 365 and Microsoft 365 suites, or any component of these suites that contain Microsoft Teams.

Microsoft Cloud for Nonprofit Add-On: Added a *Compliance Terms* clause, including a link to more details on Microsoft's commitments to compliance, data protection, and privacy.

Microsoft Cloud for Retail Add-On: Added a *Compliance Terms* clause, including a link to more details on Microsoft's commitments to compliance, data protection, and privacy.

Promotions: Updated Azure Virtual Desktop Per User Access Pricing Promotion to March 31, 2022, expiration date.

SQL Server: Removed SQL Server Big Data Nodes offer for service end-of-life.

Universal License Terms for Online Services: Added terms for the cancellation policy of certain online services purchased via the Microsoft Customer Agreement.

Universal License Terms

For all Software

In Process

Universal License Terms

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

Definitions

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

Customer's Use Rights

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

Rights to Use Other Versions and Lower Editions

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

Third Party Software

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

Pre-Release Code, Updates or Supplements, Additional Functionality

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

Restrictions

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

Software Assurance

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

Outsourcing Software Management

Outsourcing on Dedicated Devices

Customers may use licensed copies of the software on devices that are under the day-to-day management and control of Authorized Outsourcers, provided all such devices are and remain fully dedicated to Customer's use.

Flexible Virtualization Benefit

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may use licensed copies of the software on devices, including shared Servers, that are under the day-to-day management and control of Authorized Outsourcers.

Outsourcing on Cloud Solution Provider-Hosters

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may access their licensed copies of software that is provided by a Cloud Solution Provider-Hoster and installed on that partner's devices.

In Process

Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to use or access software on devices that are under the management or control of a third party. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

License Assignment and Reassignment

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

Technical Measures

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

Activation and validation

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

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Product Keys

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

Notices

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

Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the terms accompanying the internet-based features, Product documentation, and Microsoft Privacy Statement (aka.ms/privacy). Unless stated otherwise, Microsoft is a controller of Personal Data processed in connection with Customer's use of Internet-based features in software Products. When Microsoft is a controller for Internet-based features, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply.

Bing Maps

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

H.264/AVC Visual Standard, and the VC-1 Video Standard

This software may include H.264/AVC and/or VC-1 compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE H.264/AVC, AND VC-1, THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

H.265/HEVC Video Standard

The software may include H.265/HEVC coding technology. Access Advance LLC requires this notice:

IF INCLUDED, THE H.265/HEVC TECHNOLOGY IN THIS SOFTWARE IS COVERED BY ONE OR MORE CLAIMS OF THE HEVC PATENTS LISTED AT: PATENTLIST.ACCESSADVANCE.COM. DEPENDING ON HOW YOU OTBTAINED THE SOFTWARE, THIS PRODUCT MAY BE LICENSED UNDER THE HEVC ADVANCE PATENT PORTFOLIO.

If this software is installed on a Microsoft device, additional licensing information can be found at: https://www.aka.ms/HEVCVirtualPatentMarking.

Malware protection

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

Font Components, Images, and Sounds

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

Included Technologies

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

Benchmark Testing

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

Multiplexing

Hardware or software that a Customer uses to:

- pool connections or reduce the number of OSE's, devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of Licenses of any type that a customer needs.

Administrative and Support Rights

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

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute "Distributable Code". The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer's use of Distributable Code.

In Process

Right to Use and Distribute

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

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

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

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

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;

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- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

Software Plus Services

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

Processing of Personal Data; GDPR

To the extent Microsoft is a processor or subprocessor of Personal Data in connection with a software Product, Microsoft makes the commitments in the Data Protection Addendum, including for any processing for business operations incident to providing the software Product. When Microsoft is a controller, Microsoft will handle Personal Data in accordance with the Product documentation and Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with software Products and Customer's configuration options.

For Online Services

Definitions

Terms used here but not defined in the Glossary will have the definitions provided in Customer's licensing agreement.

Data Processing and Security

In Process

The parties agree that these terms govern Customer's use of the Online Services and that the DPA (defined in the Glossary) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these terms govern the provision of Professional Services, including but not limited to the terms in the Professional Services section and terms in the DPA for the processing and security of Professional Services Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement (including these terms), the DPA shall prevail.

Service Level Agreements

Many Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to https://www.microsoft.com/licensing/product-licensing/products.

Applicable Product Terms and Updates for Online Services

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

Electronic Notices

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

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. Subscription License Suites describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

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License Reassignment

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

Multiplexing

Hardware or software that a Customer uses to:

- pool connections or reduce the number of OSE's, devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of Licenses of any type that Customer needs.

Online Services Step-up Availability and License Assignment

Some licensing programs allow customers to step-up an existing online service to a higher edition any time during the agreement and enrollment (if any) term. Such higher edition licenses may be acquired using Step-up SKUs with the following requirements:

- A higher edition license acquired using a Step-up SKU can only be assigned to a licensed user of a qualifying base license of the same online service or a suite license that includes the same qualifying base online service,
- Once the higher edition license is acquired, customers may not separate it from the qualifying base online service license,
- Step up SKUs must be purchased under the same licensing agreement and enrollment (if any), under which the qualifying base online service User SL was acquired.

Using the Online Services

Customer may use the Online Services and related software as expressly permitted in Customer's licensing agreement. Microsoft reserves all other rights.

In Process

Acceptable Use Policy

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

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- to mine cryptocurrency without Microsoft's prior written approval;
- in a way that could harm the Online Service or impair anyone else's use of it;
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or
- to assist of encourage anyone to do any of the above.

Violation of the Acceptable Use Policy in this section may result in suspension of the Online Service. If Microsoft suspends the Online Service, Microsoft will suspend only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service for the reasons stated above.

High-Risk Use

WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Online Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of an Online Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Online Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the Online Services is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Online Services, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Online Service(s) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's licensing agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

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Medical Device Disclaimer

Customer acknowledges that the Online Services (1) are not designed, intended or made available as a medical device(s), and (2) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Online Services.

Data Protection and Security

The terms of the DPA (http://aka.ms/DPA) apply to Online Services except for Online Services listed in the Privacy & Security Terms. For Core Online Services, Online Service-specific details on security practices and location of Customer Data at rest are also located in the Privacy & Security Terms.

Use of Software with the Online Service

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

Microsoft Software License Terms

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

Validation, Automatic Updates, and Collection for Software

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

Third-party Software Components

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

Technical Limitations

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

Import/Export Services

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

Font Components

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

Changes to and Availability of the Online Services

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Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to https://go.microsoft.com/fwlink/?linkid=870295.

Dataverse

Dataverse structures a variety of data and business logic to support interconnected applications and processes. Dataverse Instances provided with Microsoft 365 licenses includes various features and integrates data that may or may not be available for the product or service Customer is licensed with. Access to Dataverse, through an individual product or service, does not grant access to unrelated products, services, features, or data that users are not licensed for. Users only have rights to access data, services, and features within Dataverse for which they are properly licensed for.

Other

Non-Microsoft Products

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

The Process

Previews

PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," as described herein. Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service, and may not be covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to make a Preview service generally commercially available.

Providing "Feedback" (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about Preview services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Microsoft and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose.

Customer warrants that 1) it will not provide Feedback that is subject to a license requiring Microsoft to license anything to third parties because Microsoft exercises any of the above rights in Customer's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

Azure Active Directory, Free Edition

As described in https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-whatis, most Online Services include an instance of Azure Active Directory, a cloud-based user authentication capability ("Azure AD Free"). After Customer configures and uses the first such Online Service, that instance of Azure AD Free, as configured by Customer for its users, may power the user authentication features for each later-acquired subscription of an Online Service.

Customer's instance of Azure AD Free will also enable authenticated users to interact with Microsoft or a third party in contexts outside of the Online Services ("Other AD-dependent Services"), specifically where Microsoft or that third party requires an Azure Active Directory user account. With respect to the operation of Azure AD Free for Other AD-dependent Services, Microsoft remains a data

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processor, and this use of Azure AD Free constitutes Customer's authoritative instruction to Microsoft that such use is permitted. With respect to the operation of the Other AD-dependent Service, refer to its applicable agreement and privacy policy to determine the role of the provider of the Other AD-dependent Service.

Competitive Benchmarking

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

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer:

1. Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
2. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Waiver of end-user consumer protection provisions

Customer agrees to waive any and all entitlements that would otherwise be applicable under the European Electronic Communications Code (Directive 2018/1972) Article 102 paragraphs 1, 3, and 5; Article 105 paragraph 1; and Article 107 paragraphs 1 and 3.

Microsoft Security Products Data Handling

Products purchased by Customer may share data, including Customer Data, among the Products as described in product documentation. Data copied to a Product is governed by the Product Terms applicable to that Product.

Online Services Regional Availability

Visit https://www.microsoft.com/en-us/microsoft-365/business/international-availability for a list of countries and regions in which the Online Services are available.

In Process

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service. This provision does not apply to Azure reservations.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's licensing agreement.
- Add-on and Step-up User SLs must be purchased under the same licensing agreement as their Qualifying License or base User SL. Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on User SL. Step-ups expire upon the earlier of the expiration of the Step-up User SL or base User SL.
- User SLs are priced monthly.

Online Services Renewal

Online Services with auto-renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by contacting their reseller. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

Privacy & Security Terms

General

The Privacy & Security Terms were formerly contained in Attachment 1 to the Online Services Terms.

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The Data Protection Addendum, or DPA (defined in the Glossary) sets forth the parties obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data by the Products. The Data Protection Addendum can be downloaded here https://aka.ms/DPA. In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement (including these terms), the DPA shall prevail.

Online Services excluded from the DPA

Except as provided in the Product-Specific Terms, the terms of the DPA do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, Cognitive Services in containers installed on Customer's dedicated hardware, GitHub Offerings, LinkedIn Sales Navigator, Azure Defender for IoT (excluding any cloud-connected features), Azure SQL Edge, Azure Stack HCI, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable Product-Specific Terms.

Software Products excluded from the DPA

Except as provided in the Product-Specific Terms, the terms of the DPA do not apply to: Internet based features in Software Products, Windows Desktop Operating System, Windows Server, and these Software Products as part of other Products. Each of these Products are governed by the privacy and security terms in the applicable Product-Specific Terms.

Non-Microsoft Products

Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined in the Universal License Terms for Online Services).

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the DPA as noted in Appendix A stating "Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located." do not apply to the following geographies: United Arab Emirates and South Africa.

Core Online Services

In Process

The term "Core Online Services" applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service, Dynamics 365 Customer Insights, Dynamics 365 Customer Service Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Marketing, Dynamics 365 Commerce, Dynamics 365 Human Resources, and Dynamics 365 Sales. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Cortana, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams (including Bookings, Lists, and Shifts), Microsoft To-Do, Microsoft Defender for Office 365, Office 365 Video, Office for the web, OneDrive for Business, Project, SharePoint Online, Skype for Business Online, Sway, Whiteboard, Yammer Enterprise and, for Kaizala Pro, Customer's organizational groups managed through the admin portal and chats between two members of Customer's organization. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of a PSTN service that operates outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft 365 Compliance Services	The following services, each as a standalone service or as included in a Microsoft 365-branded plan or suite: Compliance Manager, Microsoft Information Protection, Microsoft Information Governance, Insider Risk Management, Communication Compliance, eDiscovery and Audit.
Microsoft Azure Core Services	Anomaly Detector, API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory (including Multi-Factor Authentication), Azure API for FHIR, Azure App Configuration, Azure Bot Services, Azure

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Online Services	
	Cache for Redis, Azure Cognitive Search, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Data Explorer, Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Event Grid, Azure Firewall, Azure Form Recognizer, Azure Health Data Services, Azure Immersive Reader, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure Metrics Advisor, Azure NetApp Files, Azure Red Hat OpenShift, Microsoft Purview, Azure Resource Manager, Azure Spring Cloud, Azure Time Series Insights, Azure Video Analyzer for Media, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Custom Vision, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Language Understanding, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Notification Hubs, Personalizer, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, SignalR Service, Site Recovery, Speech Services, SQL Data Warehouse, SQL Database, SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Text Analytics, Traffic Manager, Translator, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
Microsoft Defender for Cloud Apps	The cloud service portion of Microsoft Defender for Cloud Apps (formerly Microsoft Cloud App Security).
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate, and Microsoft Power Virtual Agents. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.
Microsoft Defender for Endpoint Services	The cloud services portion of Microsoft Defender for Endpoint.
Microsoft 365 Defender	The cloud service portion of Microsoft 365 Defender.
Windows 365	The cloud service portion of Windows 365, excluding the Windows operating system running on Windows 365 Cloud PCs.

Process

Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the DPA, each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the DPA for the protection of Customer Data.

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft 365 Compliance Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Defender for Cloud Apps	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft Defender for Endpoint Services	Yes	Yes
Microsoft 365 Defender	Yes	Yes
Windows 365	Yes	Yes

**Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.*

Location of Customer Data at Rest for Core Online Services

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows except as otherwise provided in the Online Service-specific terms:

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- **Office 365 Services.** If Customer provisions its tenant in Australia, Brazil, Canada, the European Union, France, Germany, India, Japan, Norway, Qatar, South Africa, South Korea, Sweden, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, (3) files uploaded to OneDrive for Business, and (4) Microsoft Teams chat messages (including private messages, channel messages, meeting messages and images used in chats), and for customers using Microsoft Stream (on SharePoint), meeting recordings. If Customer purchases an Advanced Data Residency subscription, then Microsoft will store certain Customer Data at rest in the applicable Geo in accordance with this section and the "Advanced Data Residency Commitments" section of the product documentation at https://aka.ms/adroverview.
- **Microsoft Intune Online Services**. When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.
- **Microsoft Power Platform Core Services**. When Customer provisions a Power Platform Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services**. If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft Defender for Cloud Apps**. If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Defender for Cloud Apps Trust Center.
- **Microsoft Dynamics 365 Core Services**. When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender for Endpoint Services**. When Customer provisions a Microsoft Defender for Endpoint tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Endpoint Trust Center.
- **Microsoft 365 Defender**. When Customer provisions a Microsoft 365 Defender tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft 365 Defender Trust Center.
- **Windows 365**. When a Windows 365 tenant is deployed within an available Geo, then, for that tenant, Microsoft will store Customer Data at rest within that specified Geo.?If Customer provisions Windows 365 Cloud PCs within the same tenant to different available Geos, then, for each Cloud PC, Microsoft will store Cloud PC Customer Data at rest within that specified Geo.

EU Data Boundary Services

The term "EU Data Boundary" means the Microsoft computers, computing environment, and physical data centers located solely in the European Union (EU) and the European Free Trade Association (EFTA). The term "EU Data Boundary Services" applies only to the Online Services in the table below, excluding any Previews.

EU Data Boundary Services	
Azure	Azure services that enable deployment in a region within the EU Data Boundary and the following non-regional services: Azure Advisor, Azure Bot Service, Azure Communication Services, Azure Data Box, Azure DNS, Azure Kubernetes Service on Azure Stack HCI, Azure Lighthouse, Azure Migrate, Azure Monitor, Azure Resource Mover, Azure Service Health, Azure Sphere, Azure Stack Edge, Azure Stack HCI, Azure Stack Hub, Azure Virtual Desktop, Azure VM Image Builder, Power BI Embedded, Traffic Manager, Translator
Dynamics 365	Dynamics 365 Business Central, Dynamics 365 Commerce, Dynamics 365 Customer Insights, Dynamics 365 Customer Service, Dynamics 365 Customer Voice, Dynamics 365 Field Service, Dynamics 365 Finance, Dynamics 365 Guides, Dynamics 365 Intelligent Order Management, Dynamics 365 Marketing, Dynamics 365 Project Operations, Dynamics 365 Remote Assist, Dynamics 365 Sales, Dynamics 365 Supply Chain Management
Microsoft 365	Cortana, Customer Lockbox, Exchange Online, Exchange Online Archiving for Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream (on SharePoint), Microsoft Teams, Microsoft To-Do, Office for the web, Online Services provided as part of Microsoft 365 Apps, OneDrive for Business, SharePoint Online, Sway, Whiteboard, Yammer Enterprise, Communications Compliance, eDiscovery and Audit, Insider Risk Management, Information Barriers, Microsoft Purview Data Loss Prevention, Microsoft Intune, Priva

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EU Data Boundary Services	
	Privacy Risk Management, Priva Subject Rights Management, Microsoft Viva Answers, Microsoft Viva Connections, Microsoft Viva Engage, Microsoft Viva Goals, Microsoft Viva Insights, Microsoft Viva Learning, Microsoft Viva Sales, and Microsoft Viva Topics
Power Platform	Microsoft Power Apps, Microsoft Power Automate, Microsoft Power BI, Microsoft Power Pages, Microsoft Power Virtual Agents

Location of Customer Data for EU Data Boundary Services

For EU Data Boundary Services, Microsoft will store and process Customer Data (including any Personal Data contained therein) within the EU Data Boundary as detailed below.

Customer must configure EU Data Boundary Services as follows:

- For **Azure**, Customer must deploy the service into an Azure region located within the EU Data Boundary. See Data Residency in Azure (https://azure.microsoft.com/explore/global-infrastructure/data-residency) for more information. For services that do not enable deployment into a specified Azure region, Customer must follow the instructions at Configuring Azure non-regional services for the EU Data Boundary (https://learn.microsoft.com/privacy/eudb/eu-data-boundary-configure-azure-nonregional-services).
- For **Dynamics 365 and Power Platform**, if Customer provisions a tenant with a billing address in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary if Customer also creates all of its environments within a Geo inside the EU Data Boundary.
- For **Microsoft 365**, if Customer provisions a tenant with a billing address in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary, except for those tenants where Customer has also purchased the Microsoft 365 Multi-Geo Capabilities add-on that enables customers to expand Microsoft 365 tenant presence to multiple geographic regions or countries (https://learn.microsoft.com/microsoft-365/enterprise/microsoft-365-multi-geo?view=o365-worldwide).

Use of EU Data Boundary Services may result in limited transfers of Customer Data outside the EU Data Boundary, as set forth below and further detailed in transparency documentation for the EU Data Boundary located at https://learn.microsoft.com/en-us/privacy/eudb/eu-data-boundary-learn or successor location. Any such transfers will be conducted in accordance with the Data Protection Addendum and the Product Terms.

- **Remote Access**. Microsoft personnel located outside the EU Data Boundary may remotely access data processing systems in the EU Data Boundary as necessary to operate, troubleshoot, and secure the EU Data Boundary Services.
- **Customer-Initiated Transfers**. Customers may initiate transfers outside the EU Data Boundary, such as by accessing EU Data Boundary Services from locations outside the EU Data Boundary, sending an email to a recipient located outside the EU Data Boundary, or use of EU Data Boundary Services in combination with other services not in the EU Data Boundary.
- **Protecting Customers**. Microsoft transfers limited data outside of the EU Data Boundary as necessary to detect and protect Customers against security threats.
- **Directory Data**. Microsoft may replicate limited directory data from Azure Active Directory (including username and email address) outside the EU Data Boundary to provide the service.
- **Network Transit**. To reduce routing latency and to maintain routing resiliency, Microsoft uses variable network paths that may occasionally result in transit of data outside the EU Data Boundary.
- **Service-Specific Transfers**. See transparency documentation referenced above for information about transfers applicable to specific EU Data Boundary Services.

CAL Suites and CAL Suite Bridges

Availability

Product	Program Attribute
Core CAL Suite (Device and User)	Enterprise Product
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)	Enterprise Product
Core CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 From SA (User SL)	Enterprise Product
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)	Enterprise Product

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Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)	Enterprise Product
Enterprise CAL Suite (Device and User)	Enterprise Product
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)	Enterprise Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge section below.
Qualified User Exemption	None

Process to Determine Applicable Use Rights for CAL Suites

A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

Components of CAL Suite

Refer to CAL and ML Equivalency Licenses for the current components of the Core CAL Suite and the Enterprise CAL Suite.

In Process

CAL Suite Bridge

A CAL Suite Bridge is an Enterprise Product and may only be acquired to satisfy the Organization Wide requirement of either that CAL Suite Bridge or Core/Enterprise CAL Suites. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

CAL Suite Bridge	**Parent CAL Suite**	**Qualifying Online Services**
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 E1, or Office 365 E3, or Office 365 E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 E1 and Microsoft Intune, or Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365	Enterprise CAL Suite	Office 365 E3, or Office 365 E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

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Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

License Model

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the server software in two OSEs on the Licensed Server.
    - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and manage the Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and use the server software in two additional OSEs on the Licensed Server.
5. As long as the total numbers of Licenses and Physical Cores remains the same, License reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- CALs are not required for access by another Licensed Server.
- CALs are not required to access server software running a Web Workload or HPC Workload.
- CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

Server/CAL

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Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

Management Licenses are not required for:

1. OSEs in which there are no Running Instances of software;

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2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of OSEs from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014 (Forefront United Access Gateway 2010)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Extended Use Rights for Microsoft 365 Customers

Qualifying customers licensed for Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides have the same access to Exchange Online Archiving for Exchange Server as the Enterprise CAL Suite provided. "Qualifying Customers" are Enterprise Enrollment, Enterprise Subscription Enrollment, or Enrollment for Education Solutions customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Online Services Included with Enterprise CAL Suite

Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection.

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

CAL Suites

Qualifying License(s)	**From SA User SL**
SA for the Parent CAL Suite	Core/Enterprise CAL Suite Bridge for Office 365 From SA (User SL)
SA for the Parent CAL Suite	Core/Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)

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Infrastructure and Other Servers

System Center

System Center Server

Availability

Product	Date Available	Program Attribute
System Center 2022 Datacenter Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Datacenter Server Management License (2-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Standard Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Standard Server Management License (2-packs of Core Licenses)	4/22	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	System Center 2019 (3/19)
Product Pool	Server
Promotions	None

In Process

Product Conditions - Program Specific	
Qualified User Exemption	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features, Bing Maps - refer to Notices

System Center Endpoint Protection Use with Azure Security Center or Microsoft Defender for Endpoint

Customer may use System Center Endpoint Protection to manage Virtual OSEs it is protecting using the Standard tier of Azure Security Center or Microsoft Defender for Endpoint. The System Center License Terms, as amended here, govern that use. Managed Virtual OSEs can be running on shared or dedicated Servers. Customer is not required to acquire and assign System Center Licenses for this limited use.

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SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

Windows Server Containers

Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

License Model

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

Management Licenses are not required for:

5. OSEs in which there are no Running Instances of software;
6. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;

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7. Conversion of OSEs from Physical to Virtual; or
8. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Access Licenses

Management License - System Center 2022 Standard

Server Management License
System Center 2022 Standard Management License

Management License - System Center 2022 Datacenter

Server Management License
System Center 2022 Datacenter Management License

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	All editions (License Mobility through SA only)
Migration Rights	Product List - October 2013, Product Terms - October 2016, and December 2016
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

In Process

System Center Data Protection Manager

Availability

Product	Date Available	Program Attribute
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	Additional Product
System Center 2019 Data Protection Manager per User (Client ML)	3/19	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	System Center 2016 Data Protection Manager (1/17)
Product Pool	Server
Promotions	None

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Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features, Bing Maps - refer to Notices

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

License Model

In Process

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

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Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

Management Licenses are not required for:

9. OSEs in which there are no Running Instances of software;
10. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
11. Conversion of OSEs from Physical to Virtual; or
12. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2019 Data Protection Manager License (User or OSE)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013, Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Data Protection Manager Current Branch Rights

Customers with active SA on System Center Data Protection Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Data Protection Manager.

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System Center Operations Manager

Availability

Product	Date Available	Program Attribute
System Center 2022 Operations Manager per OSE (Client ML)	4/22	Additional Product
System Center 2022 Operations Manager per User (Client ML)	4/22	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	System Center Operations Manager 2019 (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

In Process

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features, Bing Maps - refer to Notices

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

License Model

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.

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4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

In Process

Management Licenses are not required for:

13. OSEs in which there are no Running Instances of software;
14. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
15. Conversion of OSEs from Physical to Virtual; or
16. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2022 Operations Manager License (User or OSE)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None

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Software Assurance	
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Operations Manager Current Branch Rights

Customers with active SA on System Center Operations Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Operations Manager.

System Center Orchestrator

Availability

Product	Date Available	Program Attribute
System Center 2022 Orchestrator per OSE (Client ML)	4/22	Additional Product
System Center 2022 Orchestrator per User (Client ML)	4/22	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

In Process

Product Conditions - General	
Prior Version	System Center 2019 Orchestrator (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features, Bing Maps - refer to Notices

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under

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the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

License Model

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

Management Licenses are not required for:

17. OSEs in which there are no Running Instances of software;
18. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
19. Conversion of OSEs from Physical to Virtual; or
20. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

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Access Licenses

Management License

Client Management License
System Center 2022 Orchestrator License (User or OSE)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Service Manager

In Process

Availability

Product	Date Available	Program Attribute
System Center 2022 Service Manager per OSE (Client ML)	4/22	Additional Product
System Center 2022 Service Manager per User (Client ML)	4/22	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	System Center 2019 Service Manager (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None

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Use Rights	
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features, Bing Maps - refer to Notices

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

License Model

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

In Process

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

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Management Licenses are not required for:

21. OSEs in which there are no Running Instances of software;
22. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
23. Conversion of OSEs from Physical to Virtual; or
24. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2022 Service Manager License (User or OSE)
Microsoft Identity Manager 2016 CAL (User)
Azure Active Directory Premium (P1 and P2) User SL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Service Manager Current Branch Rights

Customers with active SA on System Center Service Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Service Manager.

Advanced Threat Analytics

Availability

Product	Date Available	Program Attribute
Advanced Threat Analytics 2016 Client Management License per OSE	8/15	Additional Product
Advanced Threat Analytics 2016 Client Management License per User	8/15	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

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Product Conditions - General	
Prior Version	None
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

In Process

Usage Requiring a Management License

Licenses are only required for clientOSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

License Model

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

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Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

**Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.*

Management Licenses are not required for:

25. OSEs in which there are no Running Instances of software;
26. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
27. Conversion of OSEs from Physical to Virtual; or
28. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

In Process

Data Sets

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

Access Licenses

Client Management License
Advanced Threat Analytics 2016 (User or OSE ML)
Microsoft 365 F3 (User SL)
Microsoft Defender for Identity (User SL)
Management License Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	None
Migration Rights	None
Roaming Rights	None
Self Hosting	Yes
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits.

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Azure FXT Edge Filer

Availability

Product	Date Available	Program Attribute
Azure FXT Edge Filer Add-on Subscription License (SL)	6/19	Additional Product
Azure FXT Edge Filer Subscription License (SL)	6/19	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	None
Product Pool	Server
Prerequisite	Add-on SL (Azure Edge Filer SL)

Product Conditions - Program Specific	
Reduction Eligible:	Yes
Reduction Eligible (SCE):	Yes
Qualified User Exemption	None

In Process

Azure FXT Edge Filer Add-on SL

For each Azure FXT Edge Filer SL it acquires, Customer may acquire one Add-on SL.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
Included Technologies	Windows Software Components
Notices	None

No Buy-out Option

Notwithstanding anything to the contrary in Customer's Enrollment, there is no buy-out option for the Product.

Storing Processed Data on Amazon S3

Customer must acquire the Add-on SL in addition to the base Azure FXT Edge Filer SL in order to access Amazon S3 for the purpose of storing and retrieving data.

Data Collection

The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features

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License Model

Specialty Servers

Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires.

Subscription licenses or licenses with active Software Assurance only: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	None
Disaster Recovery	None
License Mobility	None
Migration Rights	None
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	None

In Process

BizTalk Server

Availability

Product	Date Available	Program Attribute
BizTalk Server 2020 Branch Edition	1/20	Additional Product,Server and Tools Product
BizTalk Server 2020 Enterprise Edition	1/20	Additional Product,Server and Tools Product
BizTalk Server 2020 Standard Edition	1/20	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

BizTalk Server	
Prior Version	BizTalk Server 2016 (12/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	All
Reduction Eligible (SCE)	All (except Branch IDC)

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Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

BizTalk Server Branch and Standard Edition

Use Limitation

Customer may not use the server software on a Server that is part of a networked cluster or in an OSE that is part of a networked cluster of OSEs on the same Server.

Office Web Component

Customer may use the Office Web Component only to view and print copies of static documents, text and images created with the software. Customer does not need separate licenses for copies of the component.

BizTalk Server Branch Edition

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

In Process

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

Licensing Use of Host Integration Server (HIS)

Customer may use HIS server software and Additional Software under the terms and conditions of the Per Core License Model using BizTalk Server core licenses. Customer may use HIS Additional Software (e.g., HIS Client) only in conjunction with its licensed use of HIS server software. The rights applicable to this use are determined by which edition and version of BizTalk Server licenses Customer assigns to the Server (e.g., unlimited virtualization rights require BizTalk Server Enterprise licenses with SA). Use of HIS server software is limited to branch office deployments if used under the BizTalk Server Branch Edition licenses.

Additional Software:

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

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License Model

Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) - Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All Editions
License Mobility	All Editions
Migration Rights	Product List - December 2014
Roaming Rights	None
Self Hosting	All Editions (except Branch)
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

BizTalk Server 2020 Enterprise – Unlimited Virtualization

Customer may run any number of Instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its Server (per core) Licenses.

BizTalk Server Feature Packs

Customer is eligible to use Feature Packs released during the term of its SA coverage.

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Core Infrastructure Server

Availability

Product	Program Attribute
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	None
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
Reduction Eligible (SCE)	All

In Process

Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's SA coverage.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

Applicable Use Rights

Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each Server on which Customer runs CIS Suite software, the number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server. Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified in the prior sentence and run the server software in two additional OSEs and Manage two additional OSEs on the Licensed Server.

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Alternatively, for customers with subscription licenses or Licenses with active Software Assurance (including CALs), customer may use and manage the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below:

1. The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
2. Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Server License and Management License Assignment

For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the Licensed Server Windows Server and System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All Editions
License Mobility	None
Migration Rights	Product List - March 2014, Product Terms - October and December 2016
Roaming Rights	None
Self Hosting	All Editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

In Process

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the Microsoft Azure Services Product Entry for deploying Windows Server images on Microsoft Azure.

Semi-Annual Channel Releases

Customers with active SA on CIS Suite Standard or Datacenter Licenses, and on Windows Server Base Access Licenses and Windows Server Additive Access Licenses (as appropriate) may install, use, and Manage Semi-Annual Channel releases (including both Pilot and Broad releases) on Licensed Servers.

Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager) Current Branch Rights

Customers with active SA on CIS Suite Standard or Datacenter Licenses may install and use the Current Branch option of Microsoft Endpoint Configuration Manager.

Software Assurance Rights and Benefits for Subscription Licenses

Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as Licenses with SA coverage.

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Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft Azure under CIS Suite Licenses

SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage OSEs in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying Virtual OSEs running within Microsoft Azure. For every 16 CIS Suite core Licenses or each CIS Suite processor License covered by a customer's SCE, the customer may manage up to 10 qualifying Virtual OSEs running within Microsoft Azure. Qualifying Virtual OSEs include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

Software Assurance Renewal Offer for Windows Server and System Center

Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-packs of Core Licenses) and System Center Standard (2-packs of Core Licenses)	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)
Windows Server Datacenter (2-packs of Core Licenses) and System Center Datacenter (2-packs of Core Licenses)	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

Microsoft Identity Manager

In Process

Availability

Product	Date Available	Program Attribute
Microsoft Identity Manager 2016 CAL (User)	8/15	Additional Product
Microsoft Identity Manager 2016 External Connector	8/15	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Forefront Identity Manager 2010 R2 (5/12)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software

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Use Rights	
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

Additional Software

Additional Software - Microsoft Identity Manager
Client Software

License Model

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the server software in two OSEs on the Licensed Server.
    - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and manage the Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and use the server software in two additional OSEs on the Licensed Server.
5. As long as the total numbers of Licenses and Physical Cores remains the same, License reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- CALs are not required for access by another Licensed Server.
- CALs are not required to access server software running a Web Workload or HPC Workload.
- CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

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Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	None
Migration Rights	None
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Microsoft Dynamics 365 On-premises

Availability

Product	Date Available	Program Attribute
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Operations Activity On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Operations Device On-premises CAL (Device)	6/17	Additional Product
Dynamics 365 Operations On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Operations Server	6/17	Additional Product
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	Additional Product

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Sales and Customer Service CALs, except for (i) Customer's or its Affiliates' contractors or agents; (ii) access through Dynamics 365 Clients; or (iii) Licensed with Operations Server
Included Technologies	None

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Use Rights	
Notices	Internet-based Features, Bing Maps - refer to Notices

Use rights for Dynamics 365 for Operations Servers

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

Use rights for Dynamics 365 On-Premises

Server Use Rights for Dynamics 365 CALs

Customers with Dynamics 365 CALs may install and use any number of copies of the corresponding Dynamics 365 Server software on a server dedicated to Customer's use. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause. This right does not apply to Dynamics 365 Operations Server.

Eligibility for Qualified Offers

Customers renewing an agreement with Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

Dynamics 365 for Team Members CALs

Existing Enterprise Agreement Subscription customers with Team Members licenses acquired prior to May 1, 2019 may use existing and newly acquired Dynamics 365 Team Members CALs in accordance with the Dynamics 365 service description at https://aka.ms/D365TeamMembersExistingCustomer through the duration of their existing agreement and any subsequent subscription term begun prior to December 31, 2020.

Additional Software

In Process

Additional Software - all editions		
Microsoft Dynamics 365 for Microsoft Outlook	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365	Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
Microsoft Dynamics 365 Report Authoring Extensions	Microsoft Dynamics 365 Multilingual User Interface (MUI)	Microsoft Dynamics 365 for supported devices

License Model

Server/CAL

Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

Dynamics 365 On-premises Server Software Access

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License	Server access entitlement
Dynamics 365 Team Members On-premises CAL (Device and User) Dynamics 365 Team Members (User SL)	For Team Members use (Except that Device CALs do not include access to Operations functionality.)
Dynamics 365 Sales On-premises CAL (Device and User) Dynamics 365 Sales (User SL)	Sales
Dynamics 365 Customer Service On-premises CAL (Device and User) Dynamics 365 Customer Service (User SL)	Customer Service
Dynamics 365 Operations On-premises CAL (User) Dynamics 365 Supply Chain Management (User SL) Dynamics 365 Finance (User SL)	Operations
Dynamics 365 Operations Activity On-premises CAL (User) Dynamics 365 Operations Activity (User SL)	Operations Activity
Dynamics 365 Operations Device On-premises CAL (Device) Dynamics 365 Operations Device (User SL)	Operations Device

Software Assurance

In Process

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server Pool
Disaster Recovery	Operations Server
License Mobility	Operations Server
Migration Rights	Product List - November 2014 and June 2015; Product Terms December 2016; Product Terms July 2017
Roaming Rights	No
Self Hosting	Operations Server
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Dynamics 365 Server Rights

Customers with Dynamics 365 CALs and active SA may install and use any number of copies of the corresponding Dynamics 365 Server software on a network server or shared server. This right does not apply to Dynamics 365 Operations Server.

Dynamics 365 for Operations Server Rights

Dynamics 365 for Operations Server may only be used by Customers that have active SA or equivalent license. Customers that allow SA or equivalent license to lapse must uninstall the server software. Customers that have perpetual rights may install the latest update of Dynamics AX 2012 R3 Server or Commerce Server software that is available at the time of lapse.

Dynamics 365 Operations Server Fail-over Rights

Customer may run passive fail-over instances of Dynamics 365 Operations Server as follows. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does

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not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the Licensed Server and access license, if any.

Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA or equivalent license for the Licensed Servers and CALs.

Unified Service Desk (USD)

For each Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL for which Customer has SA, Customer may install and use USD on a Licensed Device. The right to use USD is limited to the user or device to whom the qualifying CAL is assigned.

Dynamics CustomerSource

Dynamics 365 On-premises CAL customers with active SA have access to CustomerSource.

Office Applications

Office Desktop Applications (Windows)

Availability

Product	Date Available	Program Attribute
Office LTSC Professional Plus 2021	10/21	Enterprise Product
Office Multi Language Pack 2013	10/12	Additional Product
Project Professional 2021	10/21	Additional Product
Project Standard 2021	10/21	Additional Product
Skype for Business LTSC 2021	10/21	Additional Product
Visio LTSC Professional 2021	10/21	Additional Product
Visio LTSC Standard 2021	10/21	Additional Product
Work at Home for Office LTSC Professional Plus 2021	10/21	Additional Product
Work at Home for Office LTSC Standard 2021	10/21	Additional Product

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Office 2019 and Office 2019 Applications (10/18)
Product Pool	Application
Promotions	None

Work at Home

A Work at Home License may be acquired for the Qualifying Products in the table below. The Primary User of the Qualifying Product may install and use the Work at Home software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

Qualifying Product(s)	Qualifying Work at Home License
Office LTSC Standard 2021	Work at Home for Office LTSC Standard 2021
Office LTSC Professional Plus 2021	Work at Home for Office LTSC Professional Plus 2021

Platform Independent

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Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

Office Online Server

Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in Software Assurance Benefits, Office for the web services and Office Online Server section with those licenses. This right expires on August 1, 2019.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Office Web Apps Server 2013 (Office suites only)
Notices	Bing Maps (Excel and Office Professional Plus); H.264 and/or VC-1 (Skype for Business), Internet-based Features - refer to Notices

In Process

Office Home & Student 2013 RT Commercial Use Rights

The commercial use restriction for Office Home & Student 2013 RT is waived for:

- The Primary User of a Licensed Device running Office Professional Plus or Standard 2021/2019/2016 or; and
- Office Home & Student 2013 RT installed on a device assigned an Office Professional Plus or Standard 2021/2019/2016 or Office Home & Student 2013 RT Commercial Use license.

Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

License Model

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server for each License it acquires. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
3. Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
4. Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.
5. Remote use of the software running on a Server is permitted for any user from a Licensed Device.

Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

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Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Application
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)
Roaming Rights	Office, Project and Visio
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Office Servers

Project Server

Availability

Product	Date Available	Program Attribute
Project Server Subscription Edition	11/21	Additional Product
Project Server Subscription Edition CAL (Device and User)	11/21	Additional Product

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Project Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CAL
Included Technologies	None
Notices	None

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Active Software Assurance is required to run and access Project Server Subscription Edition software (server and CAL). Project Server Subscription Edition licenses include a perpetual entitlement to run Project Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

Additional Software

Project Server
Software Development Kit

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

In Process

Access Licenses

Server Software Access

Base Access License
Project Server Subscription Edition CAL
Project Professional 2021 (with active SA)
Project Essentials User SL
Project Plan 1 User SL
Project Plan 3 User SL
Project Plan 5 User SL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Project Server
License Mobility	Server licenses only
Migration Rights	None
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None

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Software Assurance	
Prerequisite (SA)	See Software Assurance Benefits

SharePoint Server

Availability

Product	Date Available	Program Attribute
SharePoint Server Subscription Edition	11/21	Additional Product,Server and Tools Product
SharePoint Server Subscription Edition Enterprise CAL (Device and User)	11/21	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions – General	
Prior Version	SharePoint Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

In Process

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	None
Notices	None

Active Software Assurance or a subscription license is required to run and access SharePoint Server Subscription Edition software (server and CAL). SharePoint Server Subscription Edition licenses include a perpetual entitlement to run SharePoint Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

Additional Software

SharePoint Server
Software Development Kit

License Model

Server/CAL

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Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

SharePoint Server Subscription Edition Server Software Access

Base Access License
SharePoint Server Subscription Edition Standard CAL
SharePoint Online (Plan 1/2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2019 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; Data Loss Prevention; and Advanced Charting.

In Process

Additive Access License
SharePoint Server Subscription Edition Enterprise CAL
SharePoint Online (Plan 2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

CAL Waiver for Users Accessing Publicly Available Content

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	SharePoint Server and Office Audit and Control Management Server (server licenses only)
Migration Rights	Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

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Exchange Server

Availability

Product	Date Available	Program Attribute
Exchange Server Enterprise 2019	10/18	Additional Product
Exchange Server Enterprise 2019 CAL (Device and User)	10/18	Additional Product
Exchange Server Standard 2019	10/18	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Exchange Server 2016 (10/15)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	None
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

In Process

Use Rights

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Standard
External User Access Requirements	Licensed with Server (access to Additional Functionality requires both Base and Additive CALs)
Included Technologies	None
Notices	None

Additional Software

Exchange Server - all editions
Exchange Management Tools

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its

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Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

Server Software Access

Base Access License
Exchange Server 2019 Standard CAL
Exchange Online (Plan 1/1G/2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Additional Functionality Associated with Exchange Enterprise CAL

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

Additive Access License
Exchange Server 2019 Enterprise CAL
Exchange Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

In Process

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	All editions (server licenses only)
Migration Rights	Product List - June 2015(External Connector)
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Exchange Enterprise CAL with Services 2019 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.

Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Standard 2019 or Exchange Server Enterprise 2019 may use the Exchange Online Voice Mail Service of Cloud Voicemail to access voice messages from Outlook. Use of this Online Service is subject to Exchange Online terms.

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Skype for Business Server

Availability

Product	Program Attribute
Skype for Business Plus CAL (User SL)	Additional Product,USGCC
Skype for Business Server 2019	Additional Product
Skype for Business Server 2019 Enterprise CAL (Device and User)	Additional Product
Skype for Business Server 2019 Plus CAL (Device and User)	Additional Product,Enterprise Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

In Process

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	Windows Software Components
Notices	H.264 and/or VC-1 - refer to Notices

Additional Software

Additional Software - Skype for Business Server		
Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Skype Web App	Microsoft Skype for Business Server 2019 Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

License Model

Server/CAL

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Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

Server Software Access

Base Access License
Skype for Business Server 2019 Standard CAL
Skype for Business Online (Plan 1/1G/1A/2/2G/2A) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Enterprise CAL

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

Additive Access License
Skype for Business Server 2019 Enterprise CAL
Skype for Business Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

In Process

Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License
Skype for Business Server 2019 Plus CAL
Skype for Business Plus CAL User SL
Microsoft Teams Phone Standard User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Skype for Business Server
License Mobility	Server licenses only
Migration Rights	Product List - April 2015
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

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SQL Server

Availability

Product	Date Available	Program Attribute
SQL Server 2022 CAL	11/22	Additional Product,Server and Tools Product
SQL Server 2022 Enterprise	11/22	Additional Product
SQL Server 2022 Enterprise Core (2-packs of Core Licenses)	11/22	Additional Product,Server and Tools Product
SQL Server 2022 Standard	11/22	Additional Product,Server and Tools Product
SQL Server 2022 Standard Core (2-packs of Core Licenses)	11/22	Additional Product,Server and Tools Product
SQL Server ESU (Standard and Enterprise, Server and Core)		Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	SQL Server 2019 (11/19)
Product Pool	Server - All editions
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	Per Core Products only
Reduction Eligible (SCE)	All editions

In Process

SQL Server Enterprise (Server/CAL)

Existing SQL Server Enterprise (Server/CAL) customers may renew their SA on Server Licenses acquired under that License Model, however new Server Licenses for SQL Server Enterprise (Server/CAL) are no longer available. Existing SA customers upgrading to a new version should refer to the November 2019 Product Terms for SQL Server Enterprise (Server/CAL) License Terms.

SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server Enterprise Core customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
External User Access Requirements	CALs (Server/CAL editions only)
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

Automatic Updates to Previous Versions of SQL Server

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If the SQL Server software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

SQL Server Platform Selection

SQL Server Licenses are platform agnostic and permit deployment and use on Windows or Linux platforms.

Running Instances for Standard Edition

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

Distributed Availability Groups Use Limitations for Standard Edition

Customer may use Distributed Availability Groups on SQL Server Standard Edition to establish database replication with Azure resources only.

Fail-Over Servers for Parallel Data Warehouse (PDW)

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

Use of SQL Server with Container Technology

For purposes of licensing use of SQL Server software running within a container on a container runtime such as docker, cri-o, or containerd, (i) a container is considered to be a Virtual OSE, and (ii) the Physical or Virtual Cores available to that container are considered to be Hardware Threads. Customer's use is subject to the Per Core License Model or Server/CAL License Model and any other License Terms relevant to the SQL Server Licenses Customer has appropriately assigned to the Licensed Server in connection with that use. For clarity, if hyperthreading is enabled and Customer is licensing use under the Virtual OSE Per Core License Model, Customer must assign a Core License for each Hardware Thread mapped to a container, subject to a minimum of four Licenses.

Data Collection

The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features.

Additional Software

Additional Software - all editions (except Parrallel Data Warehouse)		
Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

Additional Software - Parallel Data Warehouse
Parallel Data Warehouse Control Virtual Machine

License Model

Per Core

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For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) - Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Server/CAL

In Process

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

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

Server Software Access

Base Access License
SQL Server 2022 CAL

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Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions. See Fail-Over Rights section below for additional terms for SQL Server.
License Mobility	All editions of SQL Server (Not applicable to Parallel Data Warehouse).
Migration Rights	See Product Terms - October 2019.
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

SQL Server Enterprise Core - Unlimited Virtualization

When licensing by physical core, customers with active Software Assurance may run any number of instances of the server software in any number of OSEs on any Licensed Server.

SQL Server Standard/Enterprise Core - Unlimited Containers

When licensing by Virtual OSE, customers with active SA may run any number of instances of the server software in any number of containers in the Virtual OSE on the Licensed Server. When electing this benefit, a container is not considered to be a Virtual OSE.

SQL Server - Fail-over Rights

For each of its Primary Workloads, Customer is entitled to:

- One Fail-over OSE for any purpose, including high availability, on any Server (subject to the Outsourcing Software Management clause); and
- Two Fail-over OSEs specifically for disaster recovery purposes:
  - one on any Server (subject to the Outsourcing Software Management clause) and
  - one on Microsoft Azure servers, subject to Ratio of Qualified Licenses to Azure vCores as stipulated in the Azure Hybrid Benefit terms for SQL Server.

Customer may also run Primary Workloads and its disaster recovery Fail-over OSEs simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a Fail-over OSE must not exceed the number of licenses required for the corresponding Primary Workload. These fail-over rights require SA for both the Licensed Server and CALs, if any, and do not apply when Customer deploys SQL Software under License Mobility through SA.

Use of SQL on Microsoft Azure

When using SQL Server on Azure under Azure Hybrid Benefit rights, or Disaster Recovery Rights, Customer should indicate such use, as prompted in the Azure portal or Azure command line APIs.

Use of Power BI Report Server - SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the Licensed Server, on any allowed Fail-over OSE in accordance with those same limits, or in Azure. Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Enterprise Edition Core Licenses with active SA assigned to the Licensed Server, subject to a minimum of four core licenses per OSE. Alternatively, if the software is run in Azure, Customer must allocate one SQL Server Enterprise Edition Core License with active SA per virtual core, subject to a minimum of four core licenses per OSE. Use is additionally subject to the applicable terms of Customer's volume license

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agreement. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server. This right expires upon expiration of Customer's SA coverage.

Extended Security Updates

Refer to Extended Security Updates in Software Assurance Benefits for acquisition and use of Extended Security Updates.

SQL Server Enterprise Core - Parallel Data Warehouse Feature Updates

Customers with SA coverage are eligible for Parallel Data Warehouse feature releases (e.g., appliance updates) available between major product releases.

SQL Server Buy-Out Option under the Enrollment for Application Platform EAP

Customer may renew SA for SQL Server Enterprise Server/CAL Licenses, but the only buy-out option at the end of Customer's enrollment term will be for core Licenses.

Virtual Desktop Infrastructure (VDI Suite)

Availability

Product	Date Available	Program Attribute
VDI Suite	4/12	Additional Product
VDI Suite with MDOP	4/12	Additional Product

Use Rights

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights http://go.microsoft.com/?linkid=9839206 and June 2015 Product List http://go.microsoft.com/?linkid=9839207.

Visual Studio

Visual Studio Subscriptions

Availability

Product	Date Available	Program Attribute
MSDN Platforms	6/13	Additional Product,Server and Tools Product
Visual Studio Enterprise 2022 Subscription	11/21	Additional Product,Server and Tools Product
Visual Studio Professional 2022 Subscription	11/21	Additional Product
Visual Studio Test Professional 2022 Subscription	11/21	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Visual Studio 2019 (3/19)
Product Pool	Applications
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

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Product Conditions - Program Specific	
Reduction Eligible (SCE)	All

License Grant for SQL Server Parallel Data Warehouse Developer

Each Licensed User of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

License Grant for Azure DevOps Server 2022

Each Licensed User of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription, Visual Studio Test Professional Subscription and MSDN Platforms is deemed to have one Server License for Azure DevOps Server and one Azure DevOps Server User CAL. The CAL is for the sole use of the Licensed User.

Microsoft Azure Services

Microsoft Azure benefits cannot be combined from multiple Visual Studio Subscriptions or MSDN Platforms onto a single Microsoft Azure account.

Azure Virtual Desktop

Refer to the Azure Virtual Desktop section of the Microsoft Azure Services for rights to access Azure Virtual Desktop virtual machines.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Professional
External User Access Requirements	None
Included Technologies	SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices	Internet-based Features - All, Bing Maps - All (except MSDN Platforms), H.264 and/or VC-1 - All (except MSDN Platforms) - refer to Notices

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, whether on-premises or remote devices that are dedicated solely to Customer's use, or hosted on Microsoft Azure for Customer, (collectively, "Build Devices"). Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. Customer and others in its organization may use these files on its Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

Utilities

Customer may copy and install the Utilities listed at https://aka.ms/vs/16/utilities onto its devices solely to debug and deploy Customer's programs and databases that Customer develops with Visual Studio Professional and Visual Studio Enterprise. Utilities are

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designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when it finishes debugging or deploying its programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

Developing Extensions

Limits on Extensions.
Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or and other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.

No Degrading the Software.
If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

Office Professional Plus 2019 – Visual Studio Enterprise Subscription

Each Licensed User of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2019 or Microsoft 365 Apps for enterprise for production use. Except as provided here, the Office Desktop Applications (Windows) terms applies to the Licensed User's use of Office Professional Plus 2019 and the Microsoft 365 Applications terms applies to Licensed User's use of Microsoft 365 Apps for enterprise.

Distributable Code

In Process

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs it develops while using such software.

Right to Use and Distribute.
The code and text files listed below are "Distributable Code".

- **Distributable List**. Customer may copy and distribute the object code form of code listed on the Distributable List located at https://aka.ms/vs/16/redistribution.
- **Sample Code, Templates, and Styles**. Customer may copy, modify, and distribute the source and object code form of code marked as "sample", "template", "simple styles", and "sketch styles".
- **Third-party Distribution**. Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.

Data Collection

The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 for processed data does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features. Information on connected experiences in Visual Studio, including how to disable access to such experiences, is available here: https://docs.microsoft.com/visualstudio/ide/reference/connected-experiences?view=vs-2019.

Code Inspection

The software includes an optional feature enabling inspection of binary code and reproduction of source code from binary code. Customer agrees to use such feature only to inspect or reproduce software as authorized by its owner or applicable law.

License Model

Developer Tools

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User Licenses

1. One Licensed User may use any number of copies of the software and any prior version on any device for each User License it acquires. Any device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.
2. Licensed Users may use the software for evaluation and to develop, test, and demonstrate Customer's programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to its programs.
3. The software is not licensed for use in a Production Environment.

Additional License Terms for Visual Studio Subscriptions

In addition to the rights in the License Model Terms, Customer may allocate a Visual Studio Subscription for each License it acquires. For Visual Studio Subscriptions, the "Software" means software made available to Customer's subscription level via Visual Studio Subscription Subscriber Downloads. Any online service made available with Customer's Visual Studio Subscription may not be used in a Production Environment.

Running the Software on Microsoft Azure Services

- The Licensed User may run the Software on Microsoft Azure Services during the term of its Visual Studio Subscription.
- The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
- The Developer Tools License Model Terms apply to the use of the Software and Azure Dev/Test offers, except that the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Services.

Additional Requirements

To run Software on Microsoft Azure Services Customer must activate its Visual Studio Subscription by linking its Microsoft account to the Visual Studio Subscription.

In Process

Acceptance Testing and Feedback

Customer's end users may access the Software, and online services made available with Customer's Visual Studio Subscription, to perform acceptance tests or to provide feedback on its programs.

Windows Server Remote Desktop Services

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

Windows Embedded Product

Each Windows Embedded Product is licensed under the terms that come with it, including any Microsoft obligations related to defense of infringement and misappropriation claims. These terms replace the corresponding terms in Customer's volume licensing agreement. Each Licensed User may install and use an unlimited number of copies of the licensed Windows Embedded Product.

Data Collection

The Data collection practices of Software are as described in the terms accompanying them.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Applications
Disaster Recovery	None

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Software Assurance	
License Mobility	None
Migration Rights	Product List - March 2014 and Product Terms - September 2015
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

Software Assurance Eligibility

Customers with expiring SA on any Visual Studio Subscription License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio Subscription License. When renewing to a different Subscription level, the new use terms replace the prior use terms, and any software not included in the new Subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer to Software Assurance Benefits)

Visual Studio Subscription Perpetual Rights

Customer's rights to use any software licensed through Visual Studio Subscription become perpetual when Customer's right to use Visual Studio becomes perpetual.

Azure DevOps Server

Availability

In Process

Product	Date Available	Program Attribute
Azure DevOps Server 2022 CAL (Device and User)	11/22	Additional Product,Server and Tools Product
Azure DevOps Server 2022 with SQL Server Technology	11/22	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Azure DevOps Server 2020 (10/20)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CALs
Included Technologies	SQL Server Technology, Windows Software Components
Notices	None

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Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Azure DevOps Server Reporting; accessing Azure DevOps Services via a Azure DevOps Server Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Azure DevOps Server through a pooled connection from another integrated application or service.

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE on a Server for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Azure DevOps Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise monthly subscription, or Visual Studio Professional monthly subscription then Customer may also install the Visual Studio software and permit access and use of it as part Azure DevOps Server Build Services by Customer's Licensed Users and Licensed Devices of Azure DevOps Server.

Additional Software

Additional Software - Azure DevOps Server
Azure DevOps Server Build Services

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Access Licenses

Server Software Access

Base Access License
Azure DevOps Server 2022 CAL

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Base Access License
Azure DevOps Services paid user

Additional Functionality

Test Plan

Additive Access License
Azure DevOps Services Test Manager paid user
MSDN Platforms
Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	Yes (server licenses only)
Roaming Rights	None
Self Hosting	Yes
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

In Process

Windows Desktop Operating System

Availability

Product	Program Attribute
HEVC Codec (Per Device)	Additional Product
Microsoft Defender for Endpoint Plan 1 (User SL)	Additional Product
Microsoft Defender for Endpoint Plan 2 (User SL)	Additional Product
Universal Print Volume Add-on (10K)	Additional Product
Universal Print Volume Add-on (500)	Additional Product
Windows 11 Enterprise (Per Device)	Enterprise Product
Windows 11 Enterprise E3 (SL)	Enterprise Product
Windows 11 Enterprise E3 From SA (SL)	Enterprise Product
Windows 11 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product
Windows 11 Enterprise E5 (SL)	Enterprise Product,USGCC
Windows 11 Enterprise E5 From SA (SL)	Enterprise Product,USGCC
Windows 11 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product,USGCC
Windows 7 ESU 2021 (Per Device)	Additional Product
Windows 7 ESU 2021 For M365 (Per Device)	Additional Product
Windows VDA E3 (SL)	Enterprise Product
Windows VDA E5 (SL)	Enterprise Product
Windows VDA per device (SL)	Additional Product,Enterprise Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

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Product Conditions - General	
Prior Version	Windows 10 Enterprise LTSC 2019 (10/18), Windows Embedded 8.1 Industry (4/14)
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Add-ons, Additional Products
Qualified User Exemption	None

License Assignment for Windows Desktop Operating System Licenses

Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

The Licensed User must be the Primary User of at least one device licensed with a Qualifying OS. This one device must also be the Primary User's primary work device.

Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

The Licensed Device must be licensed with a Qualifying OS, and the Qualifying OS must be installed on the Licensed Device. Per Device license assignment is permanent unless Customer has Software Assurance for that device.

Virtual Desktop Access (VDA) License Assignment Eligibility

VDA Per Device and Per User licenses may be assigned to any user or device.

Qualifying Operating Systems

Windows software acquired through a volume licensing agreement may only be installed or activated on devices licensed to run one of the qualifying operating systems (OS) below.

In Process

Qualifying OS for Per User Licenses and Virtual Desktop Access Per Device/User Licenses

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus	Microsoft Cloud Agreement and Microsoft Customer Agreement
Windows 10/11		
Enterprise, IoT Enterprise, Pro, Pro for Workstations	X	X
Education, Home		X (Academic licenses only)
Windows 8/8.1 [1]		
Enterprise, Pro, Windows Embedded 8/8.1 Pro/Industry Pro	X	

[1] Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, Ultimate and Professional/Ultimate for Embedded Systems editions are equivalent to Windows 8 Pro edition eligibility.

Qualifying OS - Per Device Licenses (Excluding Virtual Desktop Access Licenses)

Unless Customer has Software Assurance for the device, Customer must remove the Qualifying OS from the device before installing Windows software acquired through a volume licensing agreement on a Licensed Device.

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) [1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Windows 10/11					
Enterprise, Pro, Pro for Workstations	X	X	X	X	X

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Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) [1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Education, Home				X (Academic licenses only)	X
Windows 8/8.1 [2]					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
Apple					
macOS [3]	X		X		X
Windows Embedded Operating Systems					
Windows 10/11 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro/Industry Pro	X	X	X		X

In Process

[1] Also applicable to Qualified Devices acquired through merger or acquisition.

[2] Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, and Ultimate editions are equivalent to Windows 8 Pro edition eligibility. Windows 7 Home Premium, Home Basic, and Starter Edition editions are equivalent to Windows 8 edition eligibility.

[3] macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

Restricted Use Qualifying OS for Per Device Licenses

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)[1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10/11 IoT Enterprise for Retail or Thin Clients	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X
Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X

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Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)[1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows Embedded Standard 7			X	X
Windows Embedded Standard 2009			X	X
Windows Embedded 8 Standard			X	X

[1] Also applicable to Qualified Devices acquired through merger or acquisition.

Restricted Use Qualifying Operating Systems

The right to use Windows software acquired through a volume licensing agreement on a device licensed with a Restricted Use Qualifying OS is limited to the specific use for which the device was designed. The device running the acquired Windows software may not be used as a general-purpose PC or as a commercially viable substitute for such a system. Acquired Windows software installed on devices licensed with a Point of Sale (POS) version of Windows Embedded must be primarily used for running a POS application.

Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

Software Assurance may not be acquired for devices licensed with Restricted Use Qualifying Operating Systems. This limitation does not apply to devices licensed with Windows 10/11 IoT for Retail or Thin Clients.

Mixing Per User and Per Device Licenses on Enterprise Enrollments

Customers may mix Windows Per Device and Per User licenses on Enterprise Enrollments if 1) all users of unlicensed Qualified Devices are licensed with Windows Per User, and 2) all Qualified Devices used by unlicensed users are licensed with Windows Per Device.

In Process

Third Party Re-imaging

Before a third party may re-image a Customer's devices, Customer must provide the third party with written documentation showing it has the requisite licenses for the installation.

Regional Fulfillment Options

Windows KN Editions

Customers located in Korea with an active volume licensing agreement or enrollment may acquire media for Windows KN editions for deployment and use in Korea. No other use is permitted.

Windows N Editions (Not with Windows Media Player)

Customers located in countries established in the European Union (EU) or European Free Trade Association (EFTA) with an active volume licensing agreement or enrollment may acquire media for Microsoft Windows N editions for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10/11 unless they have been configured to prevent automatic updates using supported methods. All updates are licensed under the same terms as the Product to which they apply.

Windows 7 ESU (Extended Security Updates)

Customer may acquire Windows 7 ESU licenses on a per device basis. Devices running a local OSE covered by ESU or accessing virtual OSEs covered by ESU must be licensed with Windows 7 ESU for the respective year of coverage. Devices do not need an ESU license to access Windows 7 OSEs covered by ESU running on Azure Virtual Desktop. If Customer has one or more ESU licenses, devices do not need an ESU license to run or access Windows 7 OSEs covered by ESU when the OSE is licensed through a Visual Studio Subscription for development or test purposes. Windows 7 ESU 2020/2021/2022 for M365 licenses may only be assigned to devices with active Software

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Assurance or used exclusively by users with Windows Enterprise, VDA, or M365 SLs (that include Windows Enterprise). Windows 7 ESU 2020/2021/2022 licenses may be assigned to any device. Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for M365 licenses may only be assigned to devices also licensed with ESU(s) for the prior year(s).

Windows 7 ESU 2020 Entitlement for E5 Security Users

Users licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs through an Enterprise Agreement or Enterprise Subscription Agreement, or users licensed on a Government Community Cloud tenant with all three component services of Microsoft 365 E5 (Windows Enterprise E5, Enterprise Mobility + Security E5, and Office 365 E5) through an Enterprise Agreement or Enterprise Subscription Agreement ("Qualified Users") may use up to five simultaneous devices to run a local OSE covered by Windows 7 ESU for 2020 or access Virtual OSEs covered by Windows 7 ESU for 2020. Customer may acquire Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for Microsoft 365 licenses for such devices without the need to acquire the 2020 ESU license if the devices were used solely by Qualified Users for the duration of the ESU 2020 coverage period. These devices must be assigned ESU licenses for all respective years if used by any users not currently licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs.

Universal Print Volume Add-on Prerequisites

License	License Prerequisites
Universal Print Volume Add-on	Microsoft 365 A3/A5/E3/E5/F3; Microsoft 365 Business Premium; Windows 11 Education A3/A5; Windows 11 Enterprise E3/E5; Universal Print

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software (see Additional License Terms for Online Services section below)
Down Editions	Enterprise to Pro
External User Access Requirements	None
Included Technologies	None
Notices	H.264 and/or VC-1 - refer to Notices

Additional License Terms for Online Services

Certain Windows software licenses include some Online Services which are governed by the Universal License Terms for Online Services, including but not limited to, Microsoft Defender for Endpoint, Windows Autopatch, Windows Update Compliance, and Windows Update for Business deployment service.

Windows diagnostic data processor configuration

For Windows 10/11 Enterprise, Pro, and Education editions that support a Windows diagnostic data processor configuration, Microsoft is the processor for Windows diagnostic data collected from a device where such configuration is set. This configuration is set by joining an Azure Active Directory account to the device and taking any other necessary steps described in the Product documentation (www.aka.ms/wddprocessor). Except as provided above, Microsoft will continue to be a controller of Personal Data processed in connection with your use of Windows, including data processed by Microsoft in connection with Customer's use of service-based capabilities. When Microsoft is a controller, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (www.aka.ms/privacy), and the Data Protection Addendum (www.aka.ms/DPA) terms do not apply.

Windows Local Use

Customer may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on Licensed Devices. This local use right applies to VDA per device licenses only if the Licensed Device is also licensed with a Qualifying Operating System. Licensed Users may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on devices licensed with a Qualifying Operating System.

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Windows Azure AD-Based Activation

Licensed Users using Azure AD-based activation may activate the software in the Physical OSE on up to five concurrent devices running either Windows 10 Pro Anniversary Update or Windows 10 Enterprise Creator's Update or a later version.

Microsoft Defender for Endpoint

Eligible Licensed Users may use Microsoft Defender for Endpoint on up to five concurrent devices.

Windows Apps

Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at http://go.microsoft.com/fwlink/?linkid=246338 or for Windows apps that access Xbox services, the Xbox.com terms of use at http://xbox.com/legal/livetou.

Windows 11 Upgrade Benefit

The following User SLs include a Windows 11 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 8, 8.1, 10:

- Windows 11 Enterprise/Education (all)
- Microsoft 365 (all that include Windows 11 Enterprise)

Windows 11 Virtualization on Azure

Customers with Windows 11 Enterprise Per User SLs, Windows 11 Education Per User SLs, or VDA Per User SLs using Azure AD-based activation on supported editions may install the Windows 10 Creators Update or later version software on a virtual machine running in Customer's Microsoft Azure accounts. Each Licensed User may access up to four instances of the software. Azure Government customers may use KMS activation in lieu of Azure AD-based activation. When configuring the image(s) on Microsoft Azure, Customers must indicate their use of the multitenant hosting for Windows and adhere to other software configuration requirements available at https://docs.microsoft.com/windows/deployment/vda-subscription-activation. This section does not apply to Students receiving access to software through Student Use Benefit.

Azure Virtual Desktop for Windows

Azure Virtual Desktop for Windows

Users licensed with Microsoft 365 E3/E5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

Azure Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Azure Virtual Desktop Windows, and Windows Server virtual machines running in Customer's Microsoft Azure accounts for development and test purposes. Customer's end users may also access Azure Virtual Desktop Windows, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

Azure Virtual Desktop Per User Access Operating System

Universal Terms. The following Universal License Terms for all Software do not apply to the Azure Virtual Desktop per user access operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance; Outsourcing Software Management.

Windows 365 Operating System

Universal Terms. The following Universal License Terms for all Software do not apply to the Windows 365 operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance; Outsourcing Software Management.

License Model

Desktop Operating Systems

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Device License

1. Customer may install one copy of the software on a Licensed Device or within a local virtual hardware system on a Licensed Device for each License it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the Primary User of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at http://go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	System
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Windows Companion Subscription)
Roaming Rights	February 2016 – Product Terms
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

In Process

Software Assurance Additional Use Rights

This section (Software Assurance) applies to the following licenses.

- Windows 11 Enterprise E3/E5
- Windows 11 Enterprise per device
- Windows 11 Education E3/E5
- Windows VDA E3/E5
- Windows VDA per device

This provision does not apply to SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement or by way of the Student Use Benefit.

Windows Virtualization

Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four Virtual OSEs locally on Licensed Devices. This local use right applies to VDA Per Device licenses only if the Licensed Device is also licensed with a Qualifying Operating System. Licensed Users may run Windows software acquired through a volume licensing agreement on up to four Virtual OSEs locally on devices licensed with a Qualifying Operating System. If all permitted Virtual OSEs are used Customer may use the Physical OSE only to host and manage the Virtual OSEs.

Remote Virtualization

Any user of a Licensed Device, or any device used by a Licensed User, may remotely access up to four Virtual OSEs or one Physical OSE of Windows software acquired through a volume licensing agreement. Customer's use of Servers that are under the management or

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control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. Notwithstanding anything to the contrary in the Outsourcing Software Management clause, Customer's VDA E3 and E5 Licensed Users may remotely access Windows software under these Remote Virtualization rights on any Listed Provider's devices dedicated to Customer's use.

10.1 " Screen Device Benefit

Customer with Per User license may install Windows software acquired through a volume licensing agreement on all Windows licensed devices with integrated screens 10.1" diagonally or less.

Windows to Go

Customer may create and store an Instance of Windows software acquired through a volume licensing agreement on up to two USB drives using Windows to Go and run the Instance(s) on Licensed Device(s) or, if licensed per user, on any device.

Windows to Go Student Option

Academic Institutions electing the Student Option are permitted a maximum of one Windows to Go Instance per licensed student device while that student is enrolled at the institution.

Windows Pro SA

Customers who previously acquired SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise license.

Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the Licensed Device or Licensed User's Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

In Process

MDOP Eligibility

Customers with the following licenses have rights to use MDOP and do not need to purchase MDOP separately.

- Windows Enterprise E3/E5
- Windows Education E3/E5
- Windows VDA E3/E5
- Agreement with an August 1, 2015, or later effective date and VDA per device or Windows Enterprise per device.

Rights to run Clustered HPC Applications

A Licensed Device or a device used by a Licensed User may be used as a Cycle Harvesting Node to run Clustered HPC Applications, as long as the device is not used as a general purpose Server, database Server, web Server, e-mail Server, print Server or file Server, for other multi-user access purposes, or for any other similar resource sharing purpose.

Software Assurance Lapse on Perpetual Licenses

Windows Enterprise General Availability Channel must be uninstalled on any Licensed Device if Software Assurance coverage lapses. If the Licensed Device was assigned a perpetual Windows Enterprise license, Customer may install on the Licensed Device the version of Windows Enterprise Long Term Servicing Channel that is current at the time of the lapse.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Windows Desktop Operating System

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The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

Add-on User SL	Qualifying License(s)
Windows 11 Enterprise E3 Add-on	Windows 11 Enterprise/Education per device
Windows 11 Enterprise E5 Add-on	Windows 11 Enterprise/Education per device

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Windows Desktop Operating System

From SA User SL	Qualifying License(s)
Windows 11 Enterprise E3/E5 From SA (SL)	SA for the Windows Desktop Operating System

In Process

Windows Server

Windows Server Standard, Datacenter, and Essentials

Availability

Product	Date Available	Program Attribute
Windows Server 2022 Active Directory Rights Management Services CAL	8/21	Additional Product
Windows Server 2022 Active Directory Rights Management Services External Connector	8/21	Additional Product
Windows Server 2022 Datacenter (16-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Datacenter (2-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 External Connector	8/21	Additional Product
Windows Server 2022 Remote Desktop Services CAL (Device and User)	8/21	Additional Product
Windows Server 2022 Remote Desktop Services External Connector	8/21	Additional Product
Windows Server 2022 Standard (16-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Standard (2-packs of Core Licenses)	8/21	Additional Product
Windows Server ESU (Standard and Datacenter)		Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

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Product Conditions - General	
Prior Version	Windows Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	External Connectors

Windows Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms (which may be found at https://www.aka.ms/licensingdocs)

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms - September 2018)
External User Access Requirements	CALs or External Connector
Included Technologies	None
Notices	Internet-based Features, H.264 and/or VC-1, Malware Protection

In Process

Additional Terms for Windows Server 2019 Essentials

Limitations on Use

1. At any one time, Customer may use a Running Instance of the server software in each of the Physical OSE and in one Virtual OSE.
2. Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a Virtual OSE, the Instance in the Physical OSE may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service Operating System Environment on the Licensed Server. That Instance does not need to meet the requirements in (I) through (iv) above.

Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2019 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

Windows Server 2019 Essentials Connector

Customer may install and use the Windows Server 2019 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

Windows Server Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2022 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2022 Active Directory Rights Management Services functionality.

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Windows Server Containers without Hyper-V isolation with Windows Server 2022 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Windows Server Datacenter: Azure Edition

Use Restriction

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

Windows Server Products data processing

Microsoft will be a controller of Personal Data processed in connection with your use of Windows Server Products. When Microsoft is a controller, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with Windows Server Products and Customer's configuration options.

Additional Software

Windows Server 2022
AD Migration Tool
GBUNIECN.EXE Utility

License Model

In Process

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the server software in two OSEs on the Licensed Server.
    - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and manage the Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and use the server software in two additional OSEs on the Licensed Server.
5. As long as the total numbers of Licenses and Physical Cores remains the same, License reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer

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- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- CALs are not required for access by another Licensed Server.
- CALs are not required to access server software running a Web Workload or HPC Workload.
- CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

Specialty Servers

Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires.

Subscription licenses or licenses with active Software Assurance only: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Server Software Access

In Process

Base Access License
Windows Server 2022 CAL
CAL Equivalent License (refer to CAL and ML Equivalency)

**As an exception, users do not need Windows Server CALs when accessing the server software solely to sync between an Active Directory infrastructure running on Customer's Licensed Servers and Azure Active Directory.*

Additional Functionality Associated with Windows Server 2022 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

Additive Access License
Windows Server 2022 Remote Desktop Services CAL
Windows Server 2022 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2022 Rights Management Services CAL

Windows Server 2022 Rights Management Services

Additive Access License
Windows Server 2022 Active Directory Rights Management Services CAL
Azure Information Protection P1 User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 User CAL

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Additive Access License
Azure Active Directory Premium (P1 and P2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

**Also required for any person for whom the software issues or manages identity information.*

Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

Server External User Access

Base Access License
Windows Server 2022 External Connector

Additional Functionality Associated with Windows Server 2022 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

Additive Access License
Windows Server 2022 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2022 Rights Management Services External Connector License

Windows Server 2022 Rights Management Services

Additive Access License
Windows Server 2022 Active Directory Rights Management Services External Connector

In Process

Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 External Connector

**Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).*

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	External Connector only
Migration Rights	Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October and December 2016
Roaming Rights	None
Self Hosting	All editions (except Essentials)
SA Equivalent Rights	None
Prerequisite (SA)	None

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Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the Microsoft Azure Services Product Entry for deploying Windows Server images on Microsoft Azure.

Remote Desktop Services ("RDS") User CAL and User SL Extended Rights

Customer may use its RDS User CALs and User SLs with Windows Server software running in OSEs dedicated to its internal use on either Microsoft Azure Services or the shared or dedicated servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility verification form. Other than administrative access by Customer's License Mobility through Software Assurance Partner, no other party may access the OSE(s). For any CAL or User SL Customer has used in this manner, it may later move to Microsoft Azure Services or a new License Mobility through Software Assurance Partner, but not sooner than 90 days after it initiated use in the environment it is leaving.

Extended Security Updates

Refer to Extended Security Updates in Software Assurance Benefits for acquisition and use of Extended Security Updates.

Azure Virtual Desktop for Windows Server

Refer to the Azure Virtual Desktop section of the Microsoft Azure Services Product entry for rights to access Azure Virtual Desktop Windows Server virtual machines.

Enterprise Mobility + Security

Availability

In Process

Product	Program Attribute
Enterprise Mobility + Security E3 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 Add-on (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 From SA (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 Add-on (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 From SA (User SL)	Enterprise Online Service

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

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Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

In Process

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Enterprise Mobility + Security

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Enterprise Mobility + Security From SA	Core CAL Suite	Core CAL Bridge for Enterprise Mobility + Security
		or
		Office 365 Enterprise/Government E1, E3, E5
	Enterprise CAL Suite	Enterprise CAL Bridge for Enterprise Mobility + Security
		or
		Office 365 Enterprise/Government E3, E5

Microsoft 365

Availability

Product	Program Attribute
10-Year Audit Log Retention (User SL)	Additional Product
App Governance add-on feature for Microsoft Defender for Cloud Apps	Additional Product
Compliance Program for Microsoft Cloud	Additional Product

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eCDN (User SL)	Additional Product
Extra Graph Connector Capacity	Additional Product
Forensic Evidence for Insider Risk Management	Additional Product
Glint LinkedIn	Additional Product
Microsoft 365 Advanced Data Residency	Additional Product
Microsoft 365 Cross-tenant User Data Migration (User SL)	Additional Product
Microsoft 365 E3 – Unattended License (SL)	Additional Product
Microsoft 365 E3/E5 (User SL)	Enterprise Online Service
Microsoft 365 E3/E5 Add-on (User SL)	Enterprise Online Service
Microsoft 365 E3/E5 From SA (User SL)	Enterprise Online Service
Microsoft 365 E5 Compliance (User SL)	Additional Product
Microsoft 365 E5 eDiscovery and Audit (User SL)	Additional Product
Microsoft 365 E5 Information Protection and Governance (User SL)	Additional Product
Microsoft 365 E5 Insider Risk Management (User SL)	Additional Product
Microsoft 365 E5 Security (User SL)	Additional Product
Microsoft 365 E5 with calling minutes (User SL)	Enterprise Online Service
Microsoft 365 F1/F3 (User SL)	Additional Product
Microsoft 365 F5 Compliance (User SL)	Additional Product
Microsoft 365 F5 eDiscovery and Audit	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 F5 Information Protection and Governance	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 F5 Insider Risk Management	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 F5 Security (User SL)	Additional Product
Microsoft 365 F5 Security + Compliance (User SL)	Additional Product
Microsoft 365 G5 Compliance (User SL)	Additional Product
Microsoft 365 G5 eDiscovery and Audit (User SL)	Additional Product
Microsoft 365 G5 Information Protection and Governance (User SL)	Additional Product
Microsoft 365 G5 Insider Risk Management (User SL)	Additional Product
Microsoft 365 Professional Direct Support	Additional Product
Microsoft Defender Threat Intelligence (User SL)	Additional Product
Microsoft Defender Vulnerability Management Add-on	Additional Product
Microsoft Endpoint Manager – Remote Help	Additional Product
Microsoft Entra Permissions Management	Additional Product
Microsoft Managed Desktop	Additional Product
Microsoft Viva (User SL)	Additional Product
Microsoft Viva Goals (User SL)	Additional Product
Microsoft Viva Insights (User SL)	Additional Product
Microsoft Viva Insights Capacity	Additional Product
Microsoft Viva Learning (User SL)	Additional Product
Microsoft Viva Sales (User SL)	Additional Product
Microsoft Viva Topics (User SL)	Additional Product
Microsoft Viva with Glint add-on (User SL)	Additional Product
Premium Assessment	Additional Product
Priva – Subject Rights Request	Additional Product,US GCC,US GCC High,US DOD,GCon
Priva Privacy Risk Management (User SL)	Additional Product,US GCC,US GCC High,US DOD,GCon
Scheduler (User SL)	Additional Product
SharePoint Advanced Management P1 (User SL)	Additional Product,US GCC,US GCC High
SharePoint Syntex (User SL)	Additional Product
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Additional Product
VDA Add-on for M365 E3/E5 (User SL)	Additional Product
Workload Identities	Additional Product,US GCC,US GCC High,US DOD,GCon

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

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Product Conditions - Program Specific	
Extended Term Eligible	All (except Premium Assessment and Priva - Subject Rights Request)
Qualified User Exemption	F only
Reduction Eligible	All
Reduction Eligible (SCE)	Microsoft 365 F3
True-Up Eligible	All (except From SA)

Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

Microsoft 365 Components

- For Microsoft 365 E3/E5 the components include Office 365 E3/E5, Enterprise Mobility + Security E3/E5, and Windows 11 Enterprise E3/E5 Per User.
- For Microsoft 365 A3/A5 the components include Office 365 A3/A5, Enterprise Mobility + Security A3/A5, Windows 11 Education A3/A5, and Minecraft: Education Edition.
- For Microsoft 365 F3 the components include Office 365 F3, Enterprise Mobility + Security E3, and Windows 11 Enterprise E3.
- For Microsoft 365 F1 the components include Enterprise Mobility + Security E3 and limited Office services.
- For Microsoft 365 E3/Education A3 - Unattended License the components include Office 365 E3/A3, Enterprise Mobility + Security E3/A3 and Windows 11 Enterprise E3/A3.

License Assignment and Windows Use Rights

The use rights for the Windows component of Microsoft 365 licenses are modified as follows:

- Licensed Users are not required to be the Primary User of any device.
- Licensed Users may only run Windows Enterprise locally on devices with a Qualifying Operating System.

In Process

Microsoft 365 F1/F3

License Eligibility for Frontline Worker Licenses

Microsoft 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Frontline Worker licensed users, during or across shifts.
    - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
    - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Microsoft 365 and Office 365 Frontline Worker licenses include Microsoft 365 F1, Microsoft 365 F3, and/or Office 365 F3.

Customers who had Microsoft 365 F1/F3 licensed users prior to June 1, 2020 (Impacted Customers) may license additional users with the same or equivalent service, under the Microsoft 365 F1 License Eligibility terms in the November 1, 2019 Product Terms, until the end of the Impacted Customer's subsequent subscription renewal term.

Windows Use Rights for Microsoft 365 F3

The use rights for the Windows component of Microsoft 365 F3 licenses are further modified as follows:

29. Rights to use Windows Enterprise LTSC do not apply.
30. Rights to install and use MDOP do not apply.

Smartphone and Tablet Devices

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Each Microsoft 365 F3 user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

Microsoft 365 F1 User Mailbox Use Rights

M365 F1 does not include rights to an Exchange mailbox. In order to enable a full Teams experience, M365 F1 licenses may come with the Exchange Online K1 service plan enabled. Although the Exchange Online K1 service plan will provision a mailbox for the user, M365 F1 users are not entitled to use the mailbox. We recommend that you disable Outlook on the web via these steps (https://docs.microsoft.com/en-us/exchange/recipients-in-exchange-online/manage-user-mailboxes/enable-or-disable-outlook-web-app) and ask your users not to access the Exchange mailbox via any other methods.

Extended Use Rights for Microsoft 365 E3/E5

Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5 User SL or External Users.

Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. This entitlement does not apply to User SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement.

Office Professional Plus

Microsoft 365 From SA User SLs:

In Process

For each Licensed User to whom customer assigns a Microsoft 365 From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

Microsoft 365 User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Microsoft 365 User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

License Prerequisites

License	License Prerequisites
10-Year Audit Log Retention	Microsoft 365 E5/A5; Microsoft 365 E5/A5 Compliance; Microsoft 365 E5/A5 eDiscovery and Audit; Office 365 E5/A5
App Governance add-on feature for Microsoft Defender for Cloud Apps	Enterprise Mobility + Security E5/A5; Microsoft 365 E5/A5; Microsoft 365 Security/Compliance E5/A5; Microsoft 365 E5/A5 Information Protection and Governance; Microsoft 365 F5 Security; Microsoft 365 F5 Compliance, Microsoft 365 F5 Security + compliance; Microsoft Defender for Cloud Apps.
Career Coach	Office 365 A1/A3/A5; Microsoft 365 A3/A5
Forensic Evidence for Insider Risk Management	Microsoft 365 E5; Microsoft 365 E5 Compliance; Microsoft 365 E5 Insider Risk Management
Microsoft 365 E5/A5/G5 Security	Microsoft 365 E3/A3
	Office 365 E3/A3 **and** Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 Compliance	Microsoft 365 E3/A3
	Office 365 E3/A3 **and** Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 eDiscovery and Audit	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business

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License	License Prerequisites
Microsoft 365 E5/A5/G5 Insider Risk Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business
Microsoft 365 E5/A5 Information Protection and Governance	Microsoft 365 Business Premium/F1/F3/E3/A3/E5/A5
	Any one of the following: Microsoft 365 Business Basic/Business Standard; Office 365 F3/E1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business **and** Any one of the following: Azure Information Protection; Enterprise Mobility + Security
Microsoft 365 F5 Compliance	Microsoft 365 F1/F3
	Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Security	Microsoft 365 F1/F3
	Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Security + Compliance	Microsoft 365 F1/F3
	Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 eDiscovery and Audit	Microsoft 365 F1/F3; Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Information Protection and Governance	Microsoft 365 F1/F3; Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Insider Risk Management	Microsoft 365 F1/F3; Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 Advanced Data Residency	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Microsoft 365 Cross-tenant User Data Migration	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business
Microsoft Defender Vulnerability Management Add-on	Microsoft 365 A5/E5; Microsoft 365 E5 Security; Microsoft 365 F5 Security: Microsoft 365 F5 Security and Compliance; Microsoft Defender for Endpoint P2/P2 (Device).
Premium Assessment	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Priva	Microsoft 365 A3/E3/G3/A5/E5/G5; Office 365 A1/E1/G1/A3/E3/G3/A5/E5/G5
Glint LinkedIn	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva with Glint add-on	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Insights	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Microsoft Viva Learning	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Sales	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Topics	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; SharePoint Online
Remote Help	Microsoft 365 Business Premium/E3/E5/F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Intune
Scheduler	Microsoft 365 Business Basic/Business Standard/Business Premium/E3/A3/E5/A5; Office 365 E1/A1/E3/A3/E5/A5; Exchange Online
SharePoint Syntex	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; SharePoint Online

In Process

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License	License Prerequisites
SharePoint Advanced Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/G3/E5/A5/G5; Office 365 F3/E1/A1/E3/A3/G3/E5/A5/G5; SharePoint Online
VDA Add-on for M365 E3/E5	Microsoft 365 E3/E5

Service Specific Terms

Microsoft 365 - Unattended License

Definitions

"Robotic Process Automation", otherwise known as "RPA" or "bots" means an application, or any set of applications used to capture data and manipulate applications to perform repetitive tasks. Bots operate upon any UI element of Windows within an OSE and/or operates upon any Office application in any OSE.

"Unattended Bot" – Any bot that does not strictly conform to the definition of "Attended Bot" shall be considered an "Unattended Bot."

"Attended Bot" - An Attended Bot assists a person to execute automation on the person's local and/or remote workstations. It operates concurrently with the person on the same workstation/s to accomplish repetitive tasks and is triggered by explicit actions of that person.

Assignment and Use Rights

- Customer may assign a Microsoft 365 A3/E3 - Unattended License to an Unattended bot running on either of the following:
  - Hardware dedicated to Customer's use (subject to the Outsourcing Software Management Clause).
  - A virtual machine on Azure (including Azure Virtual Desktop).
- There is no Qualifying OS requirement for the Microsoft 365 A3/E3 suite.
- Each Microsoft 365 A3/E3 - Unattended License allows the use of the M365 A3/E3 suite in only a single unique physical or virtual OSE for Robotic Process Automation.
- Each Microsoft 365 A3/E3 – Unattended License is allowed a single unique instance of Microsoft 365 Apps for enterprise.
- License reassignment for bots follow the same rules for users and devices as if the bot is a user. (See License Assignment and Reassignment)

Use Limitation

- Unattended Bots may not create or replicate activities or workflows on behalf of an unlicensed user or device. (See Multiplexing)
- Microsoft reserves the right to restrict or disable Microsoft API calls with reasonable notice, due to unreasonable amount of bandwidth, adversely impacting the stability of Microsoft API's, or adversely affecting the behavior of other apps.

Microsoft 365 Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each license on its Agreement (or Enrollment) customer wants support for, up to a maximum of 500 licenses.

Microsoft Defender for Business

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Business with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Microsoft Managed Desktop

Managed Service

Microsoft Managed Desktop includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to Professional Services)

Microsoft Viva

Microsoft Viva Insights

Any unused Viva Insights license or Viva Insights Capacity license credits expire monthly on the anniversary date for the subscription.

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Viva Learning

Microsoft Learn, Microsoft 365 Training, and the free LinkedIn Learning content made available through Viva Learning is subject to terms other than the Product Terms. Additional content may be available from other third-party content providers. Accessing this third-party content may require Customer to have a separate relationship with the third-party content provider (such as a content subscription). This third-party content and any associated services are subject to the third-party content provider's privacy and service terms and not to the Product Terms. Other content that Customer chooses to make accessible to users in the Viva Learning Teams app is subject to the terms associated with that content.

Viva Sales

Dynamics 365 environment and Premium Power Automate connections created by Viva Sales are limited for use with Viva Sales only.

Glint

Microsoft Viva-with Glint add-on and Glint LinkedIn Licensed Users may access the Glint People Success Package ("Glint PSP"). Glint PSP is provided by LinkedIn Corporation ("LinkedIn") and is a Non-Microsoft Product as defined in these Product Terms. Customer's use of Glint PSP is not subject to these Product Terms or the DPA. Rather, Customer's use of Glint PSP is subject to the LinkedIn Order Terms at https://www.linkedin.com/legal/l/order-terms/glint (as further described below) and the LinkedIn Data Processing Agreement between the Customer and LinkedIn, provided that if there is no existing LinkedIn Data Processing Agreement between the parties, then Customer's use of Glint PSP is governed by the LinkedIn Data Processing Agreement available at https://legal.linkedin.com/dpa ("LinkedIn DPA"). For purposes of Customer's use of the Glint PSP, LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn DPA. For the purposes of these Glint Product Terms, "Services" as used in the Order Form under the above referenced LinkedIn Order Terms shall be limited to the Glint Platform and Glint PSP services.

Priva - Subject Rights Request

All Subject Rights Requests acquired under the Priva License expire twelve (12) months from date of purchase.

Scheduler

In Process

Human-assisted AI Service

Scheduler subscriptions include a human-assisted artificial intelligence (AI) service. When AI confidence levels are not met for a particular scheduling request, Scheduler's AI can ask human scheduling assistants to review and facilitate the complex or ambiguous scheduling task ("human-assisted AI service"). Human scheduling assistants are bound by Microsoft confidentiality requirements, including Microsoft's Supplier Security and Privacy Assurance program, and access is limited to only the information end users provide and that is necessary to fulfill the scheduling request.

Customer is solely responsible for obtaining appropriate consent from end users in connection with end user's and Customer's use of Scheduler's human-assisted AI service, as well as displaying appropriate warnings, disclaimers, and acknowledgements for such use to end users and Customers.

SharePoint Syntex

Additional AI Builder Credits

3500 AI Builder Credits are included with each SharePoint Syntex License.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3 Add-on (User SL)	Windows 11 Enterprise/Education per device, and

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Add-on User SL	Qualifying License(s)
	Core/Enterprise CAL Suite, and Office Professional Plus
Microsoft 365 E5 Add-on (User SL)	Windows 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Office 365 E1/E3

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

In Process

Microsoft 365

To acquire a Microsoft 365 From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Microsoft 365. Microsoft 365 From SA User SLs provide the same SA Benefits as the From SA components of the Microsoft 365 From SA User SL. The components of Microsoft 365 E3/E5 are Office 365 E3/E5, Enterprise Mobility + Security E3/E5, and Windows Enterprise E3/E5 Per User.

Qualifying License(s)	From SA User SL
SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus	Microsoft 365 E3/E5 From SA (User SL)

Microsoft Azure

Availability

Product	Program Attribute
Azure Active Directory Premium Plan 1 (User SL)	Additional Product
Azure Active Directory Premium Plan 2 (User SL)	Additional Product
Azure Active Professional Direct Support*	Additional Product
Azure Active Standard Support*	Additional Product
Azure App Service Plan	Additional Product
Azure Information Protection Premium Plan 1 (User SL)	Additional Product
Azure Information Protection Premium Plan 1 Add-on (User SL)	Additional Product
Azure Site Recovery (to Customer Owned Site)	Additional Product
Azure SQL Edge (per Device)	Additional Product
Microsoft Azure Services	Additional Product
Microsoft Defender for Identity (User SL)	Additional Product,USGCC

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Microsoft Defender for Identity Client Management License Add-on (User SL)	Additional Product,USGCC
Microsoft Translator API	Additional Product

**Also available through Microsoft Customer Agreement and Reduction Eligible when acquired under that agreement.*

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Microsoft Azure	
Terms of Service	Universal License Terms for Online Services (For Azure Virtual Desktop per user access, Windows operating system is governed by the Universal License Terms for all Software and includes specific terms in Windows Desktop Operating System terms)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All (Until cancelled for Microsoft Azure Services)
Qualified User Exemption	None
Reduction Eligible	All Azure User Plans, Microsoft Translator API, Allocated Annual prepayment for Microsoft Azure Services
Reduction Eligible (SCE)	All Azure User Plans, Allocated Annual prepayment for Microsoft Azure Services
True-Up Eligible	None (except Azure Active Directory, Microsoft Defender for Identity, Azure Information Protection Premium)

Product Categories

This table highlights which Azure products fall under the categories of Microsoft Azure User Plans, Microsoft Azure Support Plans, and Microsoft Azure Services:

Product Category	**Product**
Microsoft Azure User Plans	Azure Active Directory Premium Plan 1 & 2(User SL), Azure Information Protection Premium Plan 1 (User SL), Azure Information Protection Premium Plan 1 Add-on (User SL), Microsoft Defender for Identity (User SL), Microsoft Defender for Identity Client Management License Add-on (User SL)
Microsoft Azure Support Plans	Azure Active Professional Direct Support, Azure Active Standard Support, Microsoft Azure StorSimple Premium & Standard Support, Microsoft Azure StorSimple Standard Support to Premium Support
Microsoft Azure Services	Azure SQL Edge (per Device), Microsoft Translator API, Microsoft Azure Services

Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. Other than Azure Stack Hub, Services purchased as a Microsoft Azure Services Plan are not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

Subscription Term

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

Purchasing Microsoft Azure Services

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

Azure prepayment: Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the

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Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its Azure prepayment or reducing its Allocated Annual prepayment for any future Enrollment anniversary. Customer's reseller (if any) must process reductions with Microsoft prior to the next anniversary.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.

Microsoft Azure Services Plan: Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.

Automatic Provisioning: As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without an Azure prepayment.

Azure reservations: Azure reservations are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure reservations expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure reservations. Using Azure commitment tiers, Customers pay upfront monthly for connected containers and Azure usage. Overage will be invoiced when usage exceeds the commitment tier limit. For disconnected containers, Azure commitment tier payments are made upfront yearly, except for disconnected container proof of concept (POC) SKUs, which have a one month prorated price. Customers can renew the POC license automatically up to two times, allowing for three months of total usage of a POC SKU.

Azure compute savings plan: Azure compute savings plan is purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure compute savings plan expires at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure compute savings plan. Azure compute savings plans are noncancellable. Customer will owe the amount charged for the plan for the duration of the selected term, even if the Agreement is terminated. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure compute savings plan.

Pricing

In Process

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

Azure reservations: Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure reservations. Azure reservation pricing will be based on the available pricing at the time of each purchase.

Azure Spot: Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Spot virtual machines. Azure Spot pricing is demand-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments. Customer's access to a given Azure Spot virtual machine is temporary and may be interrupted at any time. Customer may elect to be notified immediately prior to workload interruption.

Azure Communication Services: Notwithstanding the terms in the Customer's volume licensing agreement, fixed pricing does not apply to Azure Communication Services ("ACS"). ACS pricing is market-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments.

Payment and Fees

This table highlights which Azure Product categories are eligible for the Payment and Fees options below. Please reference the Product Category table above for eligible products.

Payment and Fees options	Eligible Products*
1. Using Azure prepayment	Microsoft Azure Services
2. Invoicing Azure prepayment	Microsoft Azure Services
3. Invoicing Azure prepayment overage	Microsoft Azure Services
4. Consumption Invoicing	Microsoft Azure Services
5. Azure Services Plan Invoice	Microsoft Azure Support Plans, Microsoft Azure User Plans
6. Azure reservations	Microsoft Azure Services
7. Azure compute savings plan	Microsoft Azure Services

*Some Products may not be eligible for certain Payment and Fees scenarios. Please refer to the Azure Portal or Pricing Calculator (https://azure.microsoft.com/pricing/calculator/) for more information on availability.

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- **Using Azure prepayment**: Each month, Microsoft will deduct from Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).
- **Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customers elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.
- **Invoicing Azure prepayment overage**: If Customer's usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer (or its reseller) at the end of each Enrollment month.
- **Consumption invoicing**: If Customer provisions Microsoft Azure Services without a Azure prepayment, it (or its reseller) will be invoiced monthly at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to Customer (or its reseller) at then-current Consumption Rates on a monthly basis.
- **Azure Services Plan invoice**: The purchase of a Microsoft Azure Services Plan will be invoiced to Customer (or its reseller) either on an upfront or annual basis, according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Azure prepayment cannot be applied to the purchase of a Microsoft Azure Services Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Azure prepayment can be applied to such usage.
- **Azure reservations**: The purchase of Azure reservations will be deducted automatically from any available Azure prepayment. If Customer has used all of its Azure prepayment or if the cost of Azure reservations exceeds the available Azure prepayment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure reservations Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure reserved instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure reserved instances for software do not include the cost of compute.
- Azure compute savings plan: The purchase of Azure compute savings plan will be deducted automatically from any available Azure prepayment. If Customer has used all of its Azure prepayment or if the cost of Azure compute savings plan exceeds the available Azure prepayment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure compute savings plan Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure compute savings plan covers compute only (the base rate) and does not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up.

Five Year Reservations for Azure VMs

As an exception to the general terms for Azure reservations, we offer five year Azure reservation terms for select VM families. The early termination fee for a five-year Azure reservation is 35%. Microsoft reserves the right during a five-year Azure reservation to move Customer to a newer version of the HB series for reasons including, but not limited to, unavailability of parts for maintenance or lack of support from the hardware vendor. In such cases, the new version and hardware configuration will provide at least the same level of performance.

Azure Reservation Options

The following options apply to Azure reservations Customer has purchased.

1. **Exchange**: is an option that allows Customer to apply the monetary value of a remaining Azure reservation term to the purchase of one or more new Azure reservations of equal or greater monetary value for the same service.
2. **Cancel**: is an option that allows Customer to receive a prorated refund based on a remaining Azure reservation term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently $50,000 per year).

Windows Server Datacenter: Azure Edition

Use Restriction

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

Azure Hybrid Benefit

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Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines in Customer's Microsoft Azure service accounts and pay for the cost of compute only (the "Base Instance"). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. Customer may not concurrently allocate Windows Server Licenses to Azure Hybrid Benefit and assign the same Licenses to its Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate the same workloads to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

Except as provided below for Windows Server Datacenter Licenses allocated as described in "Unlimited Virtualization Rights, each Windows Server processor License with SA, and each set of 16 Windows Server core subscription licenses or Licenses with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core subscription licenses or Licenses with SA entitles use on up to 8 Virtual Cores on one Base Instance. Customer may use Standard or Datacenter software.

Special Use Rights for Windows Server Datacenter Licenses

As exceptions to the general terms governing allocation of licenses and use of Windows Server under the Azure Hybrid Benefit for Windows Server:

- **Unlimited Virtualization Rights**. Customer may use Windows Server in any number of Base Instances on an Azure Dedicated Host or other dedicated physical host in Azure, provided Customer allocates Windows Server Datacenter subscription licenses or Licenses with SA for all of the Physical Cores available to Customer on that Azure server.
- **Dual Use Rights**. When exercised in connection with Datacenter subscription licenses or Licenses with SA, the Azure Hybrid Benefit for Windows Server provides rights to simultaneously deploy and use the software on Azure and on Licensed Servers in Customer's data centers. Dual use rights do not apply in the case of Licenses allocated as described in "Unlimited Virtualization Rights," and "Azure Stack HCI"
- **Azure Stack HCI**. Enterprise Agreement and Cloud Solution Provider customers may use the Microsoft Azure Hybrid Benefit with Azure Stack HCI, provided customer allocates Windows Server Datacenter subscription Licenses or Licenses with SA for all Physical Cores on servers in the Azure Stack HCI cluster. Customer may use Windows Server in any number of Base Instances on its Azure Stack HCI cluster.

In Process

Microsoft Azure Hybrid Benefit for SQL Server

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

Qualified License	Microsoft Azure Data Service[1]	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:4 vCores
	Azure Arc-enabled SQL Managed Instance - Business Critical	1 Core License:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - General Purpose	1 Core License:4 vCores
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - Business Critical	1 Core License:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:4 vCores
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License:4 vCores
	SQL Server Enterprise Virtual Machines	1 Core License[2]:1 vCPU
	SQL Server Standard Virtual Machines	1 Core License:4 vCPUs
SQL Server Standard (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:1 vCore
	Azure Arc-enabled SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - General Purpose	1 Core License:1 vCore

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Qualified License	Microsoft Azure Data Service[1]	Ratio of Qualified Licenses to Azure vCores
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	4 Core Licenses:1 vCore
	SQL Server Standard Virtual Machines	1 Core License[2]:1 vCPU
	SQL Server Enterprise Virtual Machines	4 Core Licenses[2]:1 vCPU

[1]*Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.*

[2]*Subject to a minimum of four Core Licenses per Virtual Machine.*

With Azure Hybrid Benefit for SQL Server, Customers will not be charged for the usage of an Azure Data Service, but it will pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). Customers must indicate that it is using the applicable Azure Data Service under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure.

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

On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers or to shared servers under License Mobility through Software Assurance, provided Licenses remain assigned to Azure for a minimum of 90 days.

Fail-over Rights for SQL Server Standard/Enterprise Virtual Machines

In Process

When allocating SQL Server Licenses for use under the Azure Hybrid Benefit for SQL Server, Customer is entitled to the respective fail-over rights for the Azure service in use (see Service Specific Terms below).

SQL Server Enterprise Core Unlimited Virtualization Rights

As an exception to the general terms governing allocation of Licenses and use of SQL Server under the Azure Hybrid Benefit for SQL Server, Customer may use SQL Server in any number of Virtual Machines on an Azure Dedicated Host or other dedicated physical host in Azure in one of its Microsoft Azure service accounts, provided Customer allocates SQL Server Enterprise Core subscription licenses or Licenses with SA for all of the Physical Cores available to Customer on that Azure Dedicated host. Concurrent use on Azure Dedicated Host or other dedicated physical host in Azure and Customer's Licensed Servers is limited to the same 180 day migration period.

Limited Hosting Rights for Azure Arc-enabled SQL Managed Instance

When using Azure Hybrid Benefit, paragraph 3 of the Service Specific terms for Azure Arc-enabled SQL Managed Instance does not apply. Customer is entitled only to run its Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own Servers, or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer or not.

Azure Virtual Desktop

Azure Virtual Desktop Conditions

The Azure Virtual Desktop control plane may only be used to manage Azure Virtual Desktop VMs running on Azure. Windows Enterprise multi-session is limited for use on Azure Virtual Desktop VMs running on Azure only.

Azure Virtual Desktop for Windows

Users licensed with Microsoft 365 E3/E5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

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Azure Virtual Desktop for Windows Server

Users licensed with RDS User CALs with SA or RDS User Subscription Licenses or using devices licensed with RDS Device CALs with SA may access Azure Virtual Desktop Windows Server virtual machines running in Customer's Microsoft Azure accounts.

Azure Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Azure Virtual Desktop Windows, and Windows Server virtual machines running in Customer's Microsoft Azure accounts for development and test purposes. Customer's end users may also access Azure Virtual Desktop Windows, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

Azure Dev/Test Pricing

Customer may be eligible for Azure dev/test pricing for Azure Services accessed by (i) its Qualified Licensed Users solely for development and test purposes, and (ii) its users performing acceptance tests and providing feedback related to those development and test activities. "Qualified Licensed Users" means users allocated Visual Studio subscriptions or MSDN Platform subscriptions with active Software Assurance. See Azure.com (https://azure.microsoft.com/pricing/dev-test/) for eligibility criteria and applicable services.

General Service Terms

Restriction on U.S. Police Department Use of Azure Facial Recognition Services

Customer may not use Azure Facial Recognition Services if Customer is, or is allowing use of such services by or for, a police department in the United States. Violation of any of the restrictions in this section may result in immediate suspension of Customer's use of the service.

Notices

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

In Process

Service Level Agreement

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

Limitations

Customer may not

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

Retirement of Services or Features

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

Data Retention after Expiration or Termination

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

Azure Customer Solution

Use Rights and Conditions for Use

Customer may create and maintain a Customer Solution. Despite anything to the contrary in Customer's licensing agreement, Customer may permit third parties to access and use the Microsoft Azure Services solely in connection with the use of that Customer Solution.

Customer is responsible for ensuring that third parties who access, use or distribute the Customer Solution comply with these terms, the terms and conditions of Customer's licensing agreement, and all applicable laws.

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Use of Software within Microsoft Azure

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

Data Center Availability

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

Sharing

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

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at http://azure.microsoft.com/en-us/support/legal/store-terms.

Service Specific Terms

Subscription License Suites

In addition to User SLs, refer to Subscription License Suites for other SLs that fulfill requirements for Azure Active Directory Premium, Microsoft Defender for Identity, Azure Information Protection, and Microsoft Intune.

In Process

API Terms for Security Applications and Compliance Applications

"**Compliance Application**" means a software program or service built exclusively to ensure that an organization is complying with their security-related requirements.

"**Security Application**" means a software program or service built exclusively to protect and defend the information and technology assets of an enterprise.

"**End User**" refers to the end-user of the Security Application or Compliance Application.

"**Customer**" refers to the registered owner of the Azure subscription where the Security Application or Compliance Application is registered with Azure Active Directory.

The following terms and conditions apply to a Security Application's or Compliance Application's use of the Microsoft Teams APIs in Microsoft Graph:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, Microsoft 365 E5 Information Protection and Governance, or Microsoft 365 E5 Information Protection & Data Loss Prevention.
- Microsoft will bill Customer for all commercial consumption of API messages that exceed the included monthly seeded allowance per End User tenant. Refer to https://docs.microsoft.com/en-us/graph/teams-licenses to understand and review the seeded allowances and pricing details for the Microsoft Teams APIs.
- Security Applications and Compliance Applications must query the Microsoft Teams APIs with?model=A?query parameter.

The following terms and conditions apply to a non-Security Application or non-Compliance Application use of the **Microsoft Teams APIs in Microsoft Graph:**

- Microsoft will bill Customer for all commercial consumption of API messages, including, but not limited to, use with the following applications:
    - **Backup and Restore**: Applications that allows users to create or restore backups of messages or files and create and restore system images to repair data in the event of data corruption, or data loss.

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  - **Sentiment analysis**: Applications that use natural language processing, text analysis, computational linguistics, biometrics, and other techniques to systematically identify, extract, quantify, and study affective states and subjective information.
  - **Analytics and Insights**: Applications offering continuous iterative exploration and investigation of information to gain.
- Applications that do not qualify as a Security Application or Compliance Application must query the Microsoft Teams APIs with model=B?query parameter.

The following terms and conditions apply to **Microsoft Purview eDiscovery APIs in Microsoft Graph**:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, or Microsoft 365 E5 eDiscovery & Audit.
- Microsoft will bill Customer for all commercial consumption of the data generated in the review set that exceeds the included monthly seeded allowance per End User tenant.

These terms and conditions supersede any terms and conditions contained elsewhere, including the Microsoft APIs Terms of Use [https://docs.microsoft.com/en-us/legal/microsoft-apis/terms-of-use].

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate unlimited Applications/Custom Applications per User SL. This covers Microsoft as well as third party applications.

Azure Active Directory Premium

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

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Azure Active Directory service level. This option is not available to new customers nor customers using (or who have used) the service under a Monthly Active User count. Only External Users can use the Azure Active Directory External Identities pricing based on Monthly Active User count.

In Process

Azure Arc-enabled SQL Managed Instance

Use Rights

1. Azure Arc-enabled SQL Managed Instance licenses are not assigned to any given Server and are therefore not subject to the License Assignment and Reassignment clause.
2. Licenses are billed according to the terms of the license meter. Customer must connect to Azure at least once every 30 days via direct connected mode or indirect export mode to report usage data.
3. Notwithstanding the Outsourcing Software Management clause, Customer may run Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

The terms of the DPA do not apply to processing of data in Azure Arc enabled SQL Managed Instance running in an environment outside of Microsoft's control, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes.

Azure Communication Gateway

Azure Communications Gateway is only available for use by Telecommunication Service Providers. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any Standards in Azure Communications Gateway. Customer is responsible for obtaining any required licenses directly from the holders of such rights.

Azure Communication Services

Customer Responsibility

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

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Notices

The H.264/AVC Visual Standard notice in Notices section applies.

Recording and Transcription

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

License Terms Precedence

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

In Process

Defense of Claims

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

Messaging Application

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

Messaging Policy

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy.

Azure Defender for IoT

Customer may use Azure Defender for IoT solely to monitor devices based on its current commitment level. Customer agrees to update its commitment level for the next billing period based on actual usage. Commitment levels (updated if necessary) auto-renew from billing period to billing period.

Azure DevOps

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Use for Development and Testing
Customer may only access and use Azure DevOps to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Azure DevOps at any time.

Authorized Developer
Customer appoints Microsoft as its authorized developer with respect to Apple software included in Azure DevOps. Microsoft is responsible for complying with the terms for any such software included in Azure DevOps and will keep confidential any confidential information of Apple accessed as part of Azure DevOps.

Third Party Repository Service Access
If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Azure DevTest Labs

Secrets in DevTest Labs
Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

Azure Health Bot Service

Customer Obligations
Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Azure Health Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Health Bot Application and the Azure Health Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the Customer Health Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Health Bot Application, including, as applicable, those set forth in the following form.

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Azure Information Protection Premium

Notices
The Bing Maps Notices apply. Any deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Azure Kubernetes Service on Azure Stack HCI and Azure Kubernetes Service Runtime on Windows Server

Use Rights and Conditions for Use
Customer may use Azure Kubernetes Service on Azure Stack HCI (AKS on HCI) and Azure Kubernetes Service Runtime on Windows Server (AKS on WS) (collectively, AKS) only (i) on Azure Stack HCI (with respect to AKS on HCI) or Windows Server (with respect to AKS on WS) running on servers dedicated to Customer's use and (ii) to host, manage, and service validly licensed containers running validly licensed applications.

Customer may use AKS as long as it is registered with Customer's valid Azure subscription in order to enable additional AKS functionality and to meter and invoice Customer.

Included Microsoft Applications
AKS may include other Microsoft applications. These license terms apply to those included applications, if any, unless other license terms are provided with the other Microsoft applications.

Third Party Software
AKS may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying AKS or within AKS itself.

License Restrictions
Customer may not work around any mandatory registration or sign-up process for AKS.

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Customer Support
Any support for AKS is provided "as is", "with all faults", and without warranty of any kind.

Updates
AKS may automatically download and install updates for you. You agree to receive these automatic updates without any additional notice. Updates may not include all existing software features, services, or peripheral devices.

Azure Lab Services

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft
Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification
Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms
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In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

Compliance; Acceptable Use: Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

Disclaimer of Warranties: Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

Updates
Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

Azure Machine Learning service

NVIDIA Components
Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at https://go.microsoft.com/fwlink/?linkid=874330.

Azure Maps

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Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shorter. Notwithstanding the foregoing, Customer may retain continual access to geocodes as long as Customer maintains an active Azure account.

Customer may not display any Results, except geocodes and/or Azure Maps Weather service results, solely as described in these Terms, on any third-party content or geographical map database.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/).

Imagery Data

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Azure Maps uses imagery from Microsoft Bing. Use of imagery content is subject to the following:

- Bing Imagery is subject to the Bing Maps Notice in the Notices section.
- Customers may not use any means to subvert the restrictions listed above and gain access to imagery content.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third-party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customers may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps. In addition, customers using the Azure Maps Render V2 API must use the "Get Map Attribution service" to obtain the copyright attribution text and display it in their applications.

Azure Orbital

Authorization Required

Customers may not use the Azure Orbital service to receive signals from or transmit signals to a satellite space station without the authorization of its operator. By subscribing to the Azure Orbital service, you represent to Microsoft that your intended operations will occur only with the satellite space-station operator's consent.

Azure Private 5G Core

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Software License

Subject to the following terms and conditions, Microsoft grants you a nonexclusive, limited, royalty-free, nontransferable right to use the Azure Private 5G Core software solely as part of an Azure Private MEC Solution. Customer agrees that it will only use Azure Private 5G Core after review by Microsoft and may be required to assent to additional terms and conditions, visit aka.ms/ap5gcvalidation.

Azure Stack HCI

Privacy Notice

Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the Data Protection Addendum terms do not apply.

Use Rights and Conditions for Use

Customer may use the Azure Stack HCI software only (i) on servers dedicated to Customer's internal use and (ii) as a host operating system to manage and service validly licensed virtual machines running validly licensed applications. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause. Customer may use the Azure Stack HCI software as long as it is (i) registered with Customer's valid Azure subscription in order to enable additional Azure Stack HCI functionality and to meter and invoice Customer and (ii) connected to Customer's Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.

License Restrictions

Customer may not (i) work around any mandatory registration or sign-up process for Azure Stack HCI or (ii) run any applications, operating system roles, and/or other workloads directly on the Azure Stack HCI software except for (A) utilities and operating system roles and (B) virtualized machines running Azure Stack HCI, both (A) and (B) as necessary to enable Azure Stack HCI to host, manage, and service validly licensed virtual machines running validly licensed applications.

Customer Support

Any customer support for Azure Stack HCI that may be available from Microsoft requires that Azure Stack HCI runs on server hardware that is pre-validated and listed in the Azure Stack HCI catalog or any successor.

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Azure Stack Hub

Privacy Notice

Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in the Product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the Data Protection Addendum terms do not apply.

If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

Azure Stack Hub Plan

Customer may use Microsoft Azure Stack Hub on a Licensed Server, provided it acquires a number of SLs equal to the number of Physical Cores on that Server. Licenses are reduction eligible; however, ongoing use remains subject to the requirement to retain licenses equal to the Physical Cores on the Server.

Azure SQL Edge

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IoT Device

Any IoT Device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.

Use of Azure SQL Edge

Customer may install and use any number of copies of the Azure SQL Edge software on an IoT Device dedicated to Customer's use and to which a License is assigned. Notwithstanding anything to the contrary in Universal Terms for Online Services, Customer may reassign a License at any time to other IoT Devices dedicated to its use. If Customer installs any features or functionalities other than the Azure SQL Edge software (whether derived from Microsoft or third party software) on the IoT Device, then those other features or functionalities may be used only to support the IoT Program.

The terms of the DPA do not apply to Azure SQL Edge installed on Customer's IoT Device, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes, because the operating environment of such IoT Devices is not under Microsoft's control.

Azure SQL Managed Instance

SQL Server Fail-over Rights

Azure SQL Managed Instances include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery replica simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted replica:

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

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The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure SQL Server Virtual Machines

SQL Server Fail-over Rights

SQL Server Virtual Machines include the following Fail-over entitlements:

- One Fail-over OSE for any purpose, including high availability; and
- One Fail-over OSE specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery Fail-over OSE simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. The number of vCores used may not exceed the vCore size of the corresponding Primary Workload. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure Virtual Desktop Per User Access

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Definitions

"End User" means a third-party individual that acquires Azure Virtual Desktop Customer Solution from Customer for End User's own internal use (without the right to resell or redistribute it).

"Azure Virtual Desktop Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Azure Virtual Desktop.

Use Rights

Azure Virtual Desktop per user access licenses are only available for Customer's external commercial purposes to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. Customer may not use the licenses acquired under this model for internal purposes. Customer may assign no more than one million user identities licensed under this model to its Azure Virtual Desktop session hosts.

To access Azure Virtual Desktop for internal business purposes Customer may acquire select Windows Enterprise and Microsoft 365 licenses. Please see the relevant product sections for more details.

End User Entitlements

End Users may connect to up to five Azure Virtual Desktop session hosts at once.

Hosting Entitlement

The General Service Terms Azure Customer Solution clause does not apply. Notwithstanding the general restrictions in Customer's agreement that preclude reselling, redistributing, or using the Products to offer commercial hosting services to third parties, Customer may, subject to the conditions set forth below:

Combine Azure Virtual Desktop per user access licenses with applications owned or licensed by Customer or a third party to create an Azure Virtual Desktop Customer Solution solely for use on Microsoft Azure, and permit End Users to access and use Azure Virtual Desktop per user access licenses in connection with the use of that Azure Virtual Desktop Customer Solution on a rental, subscription or services basis (whether or not a fee for such use is paid).

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Additional Terms

Indemnification. Customer agrees to defend Microsoft from and against any claim by an End User, third party, and/or regulatory authority arising from, or in connection with, the Azure Virtual Desktop Customer Solution provided to End Users. Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section. The obligations under this section are not subject to the limitation of liability or exclusion of certain damages under Customer's volume licensing agreement.

Support. Microsoft is not obligated to provide support services to Customer or its End Users in connection with the Azure Virtual Desktop Customer Solution. Customer alone is responsible for providing technical support to End Users for all aspects and components of the Azure Virtual Desktop Customer Solution, either itself or by obtaining and continuously maintaining support for its End Users through Microsoft or a third party. Customer must inform End Users of this fact. Any support from Microsoft for questions or issues that arise as part of Customer's support of the Azure Virtual Desktop Customer Solution must be obtained under a separate support services agreement.

END USER AGREEMENT REQUIREMENTS

Company must:

- Notify each End User before or at the time of purchase (in the appropriate language versions for the locations in which Company will deliver the Azure Virtual Desktop Customer Solution) that the Azure Virtual Desktop Customer Solution contains Microsoft technology that is subject to certain license terms and that the End User must agree to the license terms before using the Product.
- Include the following acknowledgment in the credit screen or about screen and documentation of any Azure Virtual Desktop Customer Solution: "© Copyright 2021 Microsoft Corporation. All rights reserved."
- Present and execute license terms in a manner that forms a contract binding the End User under applicable law. Such license terms must contain the substance of the requirements contained in the following exemplar:

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE & ONLINE SERVICES

This document governs the use of software and online services ("Software Services") that [insert Service Provider's name] ("Service Provider") provides to you on a rental, subscription or services basis, and that include Microsoft software and online services ("Microsoft Products"). Service Provider does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of

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which Service Provider must inform you. Your right to use the Microsoft Products is subject to the terms of your agreement with Service Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Service Provider does not have authority to vary, alter, or amend.

- **OWNERSHIP OF MICROSOFT PRODUCTS**. The Microsoft Products are licensed to Service Provider from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Microsoft Products and related elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Microsoft Products. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Microsoft Products does not transfer any ownership of the Microsoft Products or any intellectual property rights to you.
- **USE OF SOFTWARE SERVICES**. You may use the Software Services only in accordance with your agreement with Service Provider and these terms. These terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Software Services.
- **COPIES**. You may not make any copies of the Products.
- **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY**. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- **NO RENTAL**. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Service Provider.
- **TERMINATION**. Without prejudice to any other rights, Service Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Service Provider or Service Provider's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Service Provider.
- **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT**. Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Service Provider and not by Microsoft, its affiliates or subsidiaries.
- **PRODUCT SUPPORT**. Any support for the Software Services is provided to you by Service Provider or a third party on Service Provider's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- **NOT FAULT TOLERANT**. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- **EXPORT RESTRICTIONS**. The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.
- **LIABILITY FOR BREACH**. In addition to any liability you may have to the Service Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- **INFORMATION DISCLOSURE**. You must permit Service Provider to disclose any information requested by Microsoft under the Service Provider's Agreement. Microsoft will be an intended third-party beneficiary of your agreement with Service Provider, with the right to enforce provisions of your agreement with Service Provider and to verify your compliance.
- **PRIVACY AND DATA PROTECTION**. The Software Service will be provided by Service Provider you under its privacy policy.

Azure VMware Solution

Professional Services Data Transfer to VMware

If customer contacts Microsoft for technical support relating to Azure VMware Solution and Microsoft must engage VMware for assistance with the issue, Microsoft will transfer the Professional Services Data and the Personal Data contained in the support case to VMware. The transfer is made subject to the terms of the Support Transfer Agreement between VMware and Microsoft, which establishes Microsoft and VMware as independent processors of the Professional Services Data. Before any transfer of Professional Services Data to VMware will occur, Microsoft will obtain and record consent from customer for the transfer.

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VMware Data Processing Agreement

Once Professional Services Data is transferred to VMware (pursuant to the above section), the processing of Professional Services Data, including the Personal Data contained the support case, by VMware as an independent processor will be governed by the VMware Data Processing Agreement for Microsoft AVS Customers Transferred for L3 Support (https://rc.portal.azure.com/verifyLink?href=https%3A%2F%2Fwww.vmware.com%2Fvmware-dpa-for-avs-customers.html&id=Microsoft_Azure_Marketplace). Customer also gives authorization to allow its representative(s) who request technical support for Azure VMware Solution to provide consent on its behalf to Microsoft for the transfer of the Professional Services Data to VMware.

Deployment and Usage Information

Customer authorizes Microsoft to share with VMware its status as a customer of Azure VMware Solution and associated Azure VMware Solution deployment and usage information.

Cognitive Services and Applied AI Services

For the purposes of this section, "Services" means collectively Cognitive Services and Applied AI Services.

Product documentation

Microsoft may provide technical documentation regarding the appropriate operation applicable to the Services (including the applicable developer guides), which is made available online by Microsoft and updated from time to time. Customer acknowledges and agrees that it has reviewed this documentation and will use the Services in accordance with such documentation, as applicable.

Some Services are intended to process Customer Data that includes Biometric Data (as may be further described in product documentation) which Customer may incorporate into its own systems used for personal identification or other purposes. Customer acknowledges and agrees that it is responsible for complying with the Biometric Data obligations contained in the Online Services DPA (https://aka.ms/DPA).

Limit on Customer use of service output

Customer will not use, and will not allow third parties to use the Services or data from the Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

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Limited Access Services

Certain Services (or versions thereof) require registration and are subject to limitations on access and use based on Microsoft's eligibility and use criteria, as updated by Microsoft from time to time ("Limited Access Services"). The following Cognitive Services and Applied AI Services are Limited Access Services:

- Azure Cognitive Services Customized Text-to-Speech service
- Azure Cognitive Services Face API service
- Azure Cognitive Services Computer Vision service (Celebrity Recognition)
- Azure Cognitive Services Speaker Recognition service
- Azure Video Indexer Applied AI Service
- Azure OpenAI Service
- Azure OpenAI Service (Modified Content Filtering/Monitoring)

NOTE: In addition to the services listed here, (i) Cognitive Services and Applied AI Services preview services may be designated, in applicable preview terms, as subject to Limited Access Services terms; and (ii) certain versions of Cognitive Services and Applied AI Services, such as versions in containers, may be designated, in product documentation or otherwise, as subject to Limited Access Services terms.

Customer agrees that it will only use Limited Access Services (including when used in a Customer Solution) in accordance with the applicable product terms, product documentation, and these Limited Access Services terms; solely for the permitted uses specified in its registration form; and in accordance with any commitments and/or representations made in its Limited Access Services registration form. Customer agrees to provide current, complete, and accurate information in all registration forms and other materials provided to Microsoft pursuant to these Limited Access Service terms. Microsoft may require Customer from time to time to re-verify that all information submitted to Microsoft regarding Customer and Customer's use of the Limited Access Services remains accurate, complete, and up to date, and that Customer is using the Limited Access Services in accordance with the information submitted and these terms. Customer agrees to respond to requests for re-verification from Microsoft within ten (10) business days of receiving a request (requests may be provided via self-certification Azure tools). If Microsoft needs additional information to assure compliance with these terms or eligibility for access to Limited Access Services, Customer agrees to reasonably cooperate with Microsoft to provide such information within thirty (30) business days of request.

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Microsoft may re-assess Customer's eligibility to access and use Limited Access Services from time to time. If Microsoft determines that Customer no longer meets Microsoft's eligibility and use criteria for a Limited Access Service (or that Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft will provide Customer with 12 months' notice before discontinuing Customer's access to and use of that Limited Access Service, unless security, legal, or system performance considerations require an expedited discontinuation of access. This does not apply to Previews, and does not affect any other rights and remedies available to Microsoft with respect to Customer's use of Services.

In addition to Microsoft's right to discontinue access to and use of a Limited Access Service when Customer no longer meets Microsoft's eligibility and use criteria (or Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft may suspend or terminate Customer's access to these Limited Access Services for non-compliance with any of the terms in this section, without advance notice but only to the extent reasonably necessary under the circumstances.

Azure OpenAI Service

In addition to the Limited Access Services terms above, the following terms apply to the use of the Azure OpenAI Service.

Use Limitations

- Microsoft may limit Customer's access to or use of Output Content or the Azure OpenAI Service if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of the Azure OpenAI Service (i) violates the Acceptable Use Policy for Online Services; (ii) is inconsistent with the information submitted in connection with Customer's Limited Access Service registration form, or (iii) is inconsistent with requirements in the product documentation for the Azure OpenAI Service, as updated from time to time. "Output Content" means any data or content output by the Azure OpenAI Service.
- Customer may not use the Azure OpenAI Service to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.
- Customer may not use web scraping, web harvesting, or web data extraction methods to extract data from the Azure OpenAI Service or from Output Content.

Data Access and Use

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- Except as provided below, as part of providing the Azure OpenAI service, Microsoft will process and store Customer Data submitted to the service, as well as Output Content, for purposes of (1) monitoring for and preventing abusive or harmful uses or outputs of the service; and (2) developing, testing, and improving capabilities designed to prevent abusive use of and/or harmful outputs from the service. Authorized Microsoft employees may review data that has triggered our automated systems to investigate and verify potential abuse. Authorized Microsoft employees may also access and use this data to improve our systems that monitor for and prevent abusive or harmful uses or outputs of the service. In both cases, for customers who have deployed Azure OpenAI service in the European Economic Area, the authorized Microsoft employees will be located in the European Economic Area. See the Azure OpenAI product documentation https://learn.microsoft.com/azure/cognitive-services/openai/ for more information.
- The foregoing Customer Data processing terms will not apply if and to the extent Customer is approved for and complies with all requirements to use the Azure OpenAI service with Modified Content Filtering and/or Abuse Monitoring

Third Party Claims: Customer is responsible for responding to any third-party claims regarding Customer's use of the Azure OpenAI Service in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output Content output during Customer's use of the Azure OpenAI Service).

Customized Text-to-Speech (TTS) Services and use of Synthetic Voices

Permissions: Customer represents, warrants and certifies that (i) it has explicit written permission from the voice owner(s) contained within its audio files ("Voice Talent") to use their personal data, including his/her voice likeness to create voice model(s) ("Synthetic Voice(s)"), (ii) Customer's agreement(s) contemplate the duration of use of the Synthetic Voice and any content limitations and (iii) Customer has shared Microsoft's disclosure guidance for voice talent (https://aka.ms/disclosure-voice-talent) with Voice Talent directly or through Voice Talent's authorized representative that describes how synthetic voices are developed and operate in conjunction with text to speech services. Microsoft reserves the right to require Customer to provide audio files containing acknowledgements by Voice Talent(s). Customer acknowledges and agrees that Microsoft may use this to perform speaker verification against Customer's audio training files; however, Microsoft's retention of audio files does not create or imply an obligation that Microsoft will perform speaker verification.

Permitted uses: In addition to compliance with the Acceptable Use Policy, the code of conduct (available at https://aka.ms/custom-neural-code-of-conduct) sets the minimum requirements that all TTS implementations must adhere to in good faith. Customer shall

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have the exclusive right to use the Synthetic Voice(s)s created by Customer and made available through use of the Services. Notwithstanding the foregoing or anything to the contrary in the DPA, Customer acknowledges and agrees that Microsoft may retain a copy of each Synthetic Voice created by Customer and may, but is not obligated to, use the Synthetic Voice(s) to investigate and respond to any alleged violations of the service terms. Customer agrees and grants Microsoft a limited nonexclusive irrevocable worldwide license to retain acknowledgment audio voice consent file(s)s and a copy of the Synthetic Voice(s) for the limited purposes above. Customer is required to secure and maintain all rights necessary for Microsoft to retain and use the acknowledgment audio files and Synthetic Voice(s) as described in this section without violating the rights of Voice Talent(s) or any other third party or otherwise obligating Microsoft to Customer, Voice Talent or any other third party. This paragraph will survive termination or expiration of Customer's agreement.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Services in Containers

Services features that are available in containers are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service. Customer may install and use any number of containers on Customer's hardware devices that are dedicated to Customer's exclusive use, subject to the conditions specified below for connected and disconnected containers, respectively. For containers installed on dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates, the Outsourcing Software Management clause of the Universal License Terms for All Software.

Microsoft may offer required and/or optional updates or supplements to the services in containers. If an update is required, Customer will update the container in accordance with the Microsoft notice requirements; failure to perform these updates may affect the container's functionality and/or the container may stop operating.

The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft if Customer becomes aware of any possible misappropriation or misuse.

In Process

Because the operating environment of containers installed on Customer's dedicated hardware is not under Microsoft's control, the terms of the DPA do not apply to those containers, except to the extent a) any Personal Data is collected in connection with a billing endpoint, or b) Customer Data is provided to Microsoft for custom model training prior to download of the Service operating in the container.

Connected Containers: Connected containers are designed to connect to a billing endpoint. Customer must configure any connected containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of the container(s). In addition to the rights to install and use containers on dedicated hardware, Customer may also install and use any number of connected containers in Customer's Microsoft Azure Service accounts; all rights to install and use connected containers are subject to Customer's enabling and maintaining metering for all such containers.

Disconnected Containers: Disconnected containers are intended for use with no online connectivity to an Azure billing endpoint. Disconnected containers are subject to the terms for Limited Access Services. Disconnected containers have limited capacity workloads and usage is measured in units. As specified in the terms for Purchasing Microsoft Azure Services, Customer must pay upfront for a commitment tier at the number of units necessary to meet Customer's actual service usage for each license period. Customer has the rights specified above to install and use disconnected containers on dedicated hardware provided that the aggregate service usage in all Customer's disconnected containers does not exceed the usage for which Customer has paid for the applicable license period. Disconnected container units expire at the end of the license period, and Customer must activate (or reactivate, as applicable) disconnected container units before the beginning of the next license period. If Customer fails to reactive a disconnected container prior to the expiration of the applicable license period, the disconnected container will stop operating after the license expires.

Inactive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

Defender for Cloud - Use on Devics Managed by Third-Parties

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Cloud with workloads running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

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Express Route Global Reach

Express Route Global Reach is an Azure Service offering data transport capabilities to Express Route users in certain locations. Express Route Global Reach is provided by the Microsoft Affiliate authorized in a given country to administer it. Pricing for Express Route Global Reach may include applicable taxes and fees. Express Route Global Reach terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available at https://aka.ms/CommunicationServicesTerms.

Extended Use Rights for Microsoft Defender for Identity Customers

Customer may also install and use Advanced Threat Analytics locally to manage client OSEs (or Server OSEs used as client OSEs) that are used solely by users to whom licenses are assigned. This right expires when Customer's subscription expires.

Microsoft Genomics

Microsoft Genomics Privacy

The Microsoft Privacy Statement located at https://aka.ms/privacy applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here https://software.broadinstitute.org/gatk/eula/index?p=Azure).

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

In Process

Multi-Cloud Scanning Connectors for Microsoft Purview

To enable interoperability with Customer's deployments with other cloud providers, Microsoft may operate within such other clouds certain optional, discrete data scanner functionality for Customer's data hosted in such other clouds (the "Multi-Cloud Scanning Connectors for Microsoft Purview"). Microsoft will disclose in its documentation how Customer may enable and use the Multi-Cloud Scanning Connectors for Microsoft Purview. For clarity, the Multi-Cloud Scanning Connectors for Microsoft Purview is a separate add-on to Microsoft Purview. The Multi-Cloud Scanning Connectors for Microsoft Purview is not a Microsoft Azure Core Service and the following sections of the DPA do not apply to the Multi-Cloud Scanning Connectors for Microsoft Purview: "Educational Institutions", "CJIS Customer Agreement", "HIPAA Business", and "Appendix A - Security Measures".

With respect solely to the Multi-Cloud Scanning Connectors for Microsoft Purview, the following modifications to the DPA apply:

- Data Access: Microsoft employs least privilege access mechanisms to control access to Customer Data (including any Personal Data therein). Microsoft employs role-based access controls to ensure that Microsoft's access to Customer Data required for service operations is for an appropriate purpose and approved with management oversight.
- Auditing Compliance: Microsoft's commitments in the Auditing Compliance section of the DPA do not extend to third-party computers, computing environments or physical data centers used by the Multi-Cloud Scanning Connectors for Microsoft Purview.

Standard data protection terms offered by those other cloud providers govern your use of the Multi-Cloud Scanning Connectors for Microsoft Purview while the add-on is hosted in such other clouds.

Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at https://aka.ms/actestprivacypolicy applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

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Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft Azure User Plans

Qualifying License(s)	Add-on User Subscription License(s)
Enterprise CAL Suite	Azure Information Protection Premium Plan 1 Add-on (User SL)
Advanced Threat Analytics 2016 Client Management License per User	Microsoft Defender for Identity Client Management License Add-on (User SL

In Process

Microsoft Dynamics 365 Services

Availability

Product	Program Attribute
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Additional Product
Dataverse Database Capacity	Additional Product
Dataverse File Capacity	Additional Product
Dataverse Log Capacity	Additional Product
Dynamics 365 Additional Asset Management	Additional Product,USGCC
Dynamics 365 Commerce (User SL)	Additional Product
Dynamics 365 Commerce Add-on (User SL)	Additional Product
Dynamics 365 Commerce From SA (User SL)	Additional Product
Dynamics 365 Commerce Ratings and Reviews	Additional Product
Dynamics 365 Commerce Recommendations	Additional Product
Dynamics 365 Commerce Scale Unit - Cloud	Additional Product
Dynamics 365 Conversation Intelligence	Additional Product
Dynamics 365 Customer Insights	Additional Product,USGCC
Dynamics 365 Customer Insights B2B Accounts Add-on	Additional Product,USGCC
Dynamics 365 Customer Insights B2C Profiles Add-on	Additional Product,USGCC
Dynamics 365 Customer Insights Real-Time Data	Additional Product,USGCC
Dynamics 365 Customer Service Chat	Additional Product,USGCC
Dynamics 365 Customer Service Digital Messaging	Additional Product
Dynamics 365 Customer Service Enterprise (Device SL)	Additional Product,USGCC
Dynamics 365 Customer Service Enterprise (User SL)	Additional Product,USGCC
Dynamics 365 Customer Service Professional (User SL)	Additional Product,USGCC

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Dynamics 365 Customer Voice	Additional Product,USGCC
Dynamics 365 Customer Voice Additional Responses	Additional Product,USGCC
Dynamics 365 Customer Voice and Digital Messaging	Additional Product,USGCC
Dynamics 365 e-Commerce Tier	Additional Product
Dynamics 365 e-Commerce Tier Overage	Additional Product
Dynamics 365 Field Service - Resource Scheduling Optimization	Additional Product
Dynamics 365 Field Service (Device SL)	Additional Product,USGCC
Dynamics 365 Field Service (User SL)	Additional Product,USGCC
Dynamics 365 Finance (User SL)	Additional Product
Dynamics 365 Finance Add-on (User SL)	Additional Product
Dynamics 365 Finance From-SA (User SL)	Additional Product
Dynamics 365 Fraud Protection	Additional Product
Dynamics 365 Fraud Protection Additional Capacity	Additional Product
Dynamics 365 Guides (Device SL)	Additional Product
Dynamics 365 Guides (User SL)	Additional Product
Dynamics 365 Human Resources (User SL)	Additional Product
Dynamics 365 Human Resources from SA (User SL)	Additional Product
Dynamics 365 Human Resources Sandbox	Additional Product
Dynamics 365 Human Resources Self Service (User SL)	Additional Product
Dynamics 365 Intelligent Order Management	Additional Product,Student Offering
Dynamics 365 Marketing (SL)	Additional Product
Dynamics 365 Marketing Additional Contacts Tiers 1-5	Additional Product
Dynamics 365 Marketing Additional Interactions Tiers 1-5	Additional Product
Dynamics 365 Operations - Activity (User SL)	Additional Product
Dynamics 365 Operations - Activity Add-on (User SL)	Additional Product
Dynamics 365 Operations - Activity From SA (User SL)	Additional Product
Dynamics 365 Operations - Additional Database Capacity	Additional Product
Dynamics 365 Operations - Additional File Capacity	Additional Product
Dynamics 365 Operations - Device (Device SL)	Additional Product
Dynamics 365 Operations - Device Add-on (Device SL)	Additional Product
Dynamics 365 Operations - Device From SA (Device SL)	Additional Product
Dynamics 365 Operations - Order Lines	Additional Product
Dynamics 365 Operations - Sandbox Tiers 2-5	Additional Product
Dynamics 365 Project Operations (User SL)	Additional Product
Dynamics 365 Remote Assist (Device SL)	Additional Product
Dynamics 365 Remote Assist (User SL)	Additional Product
Dynamics 365 Routing Overage	Additional Product
Dynamics 365 Sales Enterprise (Device SL)	Additional Product,USGCC
Dynamics 365 Sales Enterprise (User SL)	Additional Product,USGCC
Dynamics 365 Sales Insights (User SL)	Additional Product
Dynamics 365 Sales Premium (User SL)	Additional Product
Dynamics 365 Sales Professional (User SL)	Additional Product
Dynamics 365 Supply Chain Management (User SL)	Additional Product
Dynamics 365 Supply Chain Management Add-on (User SL)	Additional Product
Dynamics 365 Supply Chain Management From-SA (User SL)	Additional Product
Dynamics 365 Team Members (User SL)	Additional Product,USGCC
Dynamics 365 Team Members Add-on (User SL)	Additional Product,USGCC
Dynamics 365 Team Members From SA (User SL)	Additional Product,USGCC
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Additional Product,USGCC
Microsoft Relationship Sales	Additional Product
Professional Direct Support	Additional Product,USGCC
Sensor Data Intelligence Additional Machines Add-in for Dynamics 365 Supply Chain Management	Additional Product
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server

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Product Conditions - General	
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All, except Microsoft Relationship Sales
Qualified User Exemption	None
Reduction Eligible	All, except Microsoft Relationship Sales
Reduction Eligible (SCE)	All, except Microsoft Relationship Sales
True-Up Eligible	All

Azure availability

Certain Microsoft Dynamics 365 services may be available for purchase as an Azure meter which allows customers to pay as you go for certain services as outlined in the Azure Purchasing Services and the Azure Payment and Fees sections. The individual licensing terms for these products are applicable for these Dynamics 365 services, in addition to the Azure Purchasing Services and the Azure Payment and Fees sections.

Unified Service Desk (USD)

Customers with active Dynamics 365 Customer Service Enterprise subscriptions may install and use USD software for each user. Servers used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the Outsourcing Software Management clause.

Dynamics CustomerSource

Customers with active Dynamics 365 subscriptions may access and use CustomerSource.

In Process

Dynamics 365 Plan for Government

Dynamics 365 Supply Chain Management, Finance, Commerce, and Human Resources are not available in Dynamics 365 Plan for Government.

Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

Prerequisites for Base and Attach user subscription licenses

When purchasing multiple core Business Applications, the first or Base license must be the highest priced license for the user. Every full user must have a Base license. Dynamics 365 attach user SLs may only be assigned to users with qualifying application licenses.

Dynamics 365 Remote Assist and Dynamics 365 Guides

External Users may access and use the above software on devices licensed with a Dynamics 365 Remote Assist Device SL or Dynamics 365 Guides Device SL.

Dual Use Rights

Certain Dynamics 365 SLs may allow access to the on-premises equivalent. This is mapped in the table below:

Dynamics 365 License	On-Premises Software access	On-Premises Server
Dynamics 365 Sales Enterprise	Dynamics 365 for Sales (On-Premises)	Dynamics 365 (On-Premises)
Dynamics Customer Service Enterprise	Dynamics 365 for Customer Service (On-Premises)	
Dynamics 365 Field Service	Dynamics 365 for Field Service functionality (On-Premises)	
Dynamics 365 Operations - Activity	Dynamics 365 for Operations Activity (on-premises)	Dynamics 365 for Operations, on-premises

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Dynamics 365 License	On-Premises Software access	On-Premises Server
Dynamics 365 Operations - Device	Dynamics 365 for Operations Device (on-premises)	
Dynamics 365 Finance	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Human Resources	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Supply Chain Management	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Commerce	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Team Members	Dynamics 365 for Team Members (on-premises)	Dynamics 365 (On-Premises) or Dynamics 365 for Operations, on-premises
Dynamics 365 Business Central Essentials**	Dynamics 365 Business Central Essentials (On-Premises)	Dynamics 365 Business Central (On-Premises)
Dynamics 365 Business Central Premium**	Dynamics 365 Business Central Premium (On-Premises)	
Dynamics 365 Business Central Team Members**	Dynamics 365 Business Central Team Members (On-Premises)	
Dynamics 365 Business Central - Device**	Dynamics 365 Business Central - Device (On-Premises)	

**On-premises dual use rights only apply for the specific Dynamics 365 for Operations applications for which the user has a cloud SL. For example, a user licensed for Finance may only use the Dynamics 365 on-premises security roles associated with the Finance USL.*

***Only available for Microsoft Cloud Agreement (MCA)*

License Prerequisites

Purchases of the following Licenses also require the purchase of a Prerequisite License listed in the table below:

License	License Prerequisites (Base License only)
Dynamics 365 Team Members	Dynamics 365 user SLs other than the Team Members SL
Dynamics 365 Marketing Attach*	**10 or more seats of ONE the following:** Dynamics 365 Customer Service Enterprise Dynamics 365 Customer Service Professional Dynamics 365 Sales Enterprise Dynamics 365 Sales Premium Dynamics 365 Sales Professional Dynamics 365 Field Service Dynamics 365 Finance Dynamics 365 Supply Chain Management Dynamics 365 Commerce Microsoft Relationship Sales
Dynamics 365 Sales Insights	Dynamics 365 Sales Enterprise, or Dynamics 365 Sales Premium, or Microsoft Relationship Sales
Dynamics 365 Conversation Intelligence	Dynamics 365 Sales Insights
Dynamics 365 Customer Insights Attach	Dynamics 365 Marketing, or **20 or more seats of ONE of the following:** Dynamics 365 Sales Enterprise

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License	License Prerequisites (Base License only)
	Dynamics 365 Sales Premium Dynamics 365 Customer Service Enterprise Microsoft Relationship Sales
Chat for Dynamics 365	Dynamics 365 Customer Service Enterprise
Dynamics 365 Intelligent Order Management User SL	Dynamics 365 Intelligent Order Management
Dynamics 365 Customer Service Messaging	Dynamics 365 Customer Service Enterprise
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	Dynamics 365 Supply Chain Management
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Dynamics 365 e-Commerce Tier	Dynamics 365 Commerce
Dynamics 365 Commerce Scale Unit - Cloud	
Dynamics 365 Commerce Recommendations	
Dynamics 365 Commerce Ratings and Reviews	

**Users with less than 10 seats of the Prerequisites or are new to Dynamics may purchase the Marketing (Standalone) application*

Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY	Minimum purchased Base Licenses
Microsoft Relationship Sales	10	Microsoft Relationship Sales
Dynamics 365 Commerce* Dynamics 365 Finance* Dynamics 365 Supply Chain Management* Dynamics 365 Project Operations*	20	Dynamics 365 Finance, and/or Dynamics 365 Supply Chain Management, and/or Dynamics 365 Commerce, and/or Dynamics 365 Project Operations
Dynamics 365 Human Resources	5	Dynamics 365 Human Resources
Professional Direct Support	20 (250 maximum - once met all remaining users are covered with no additional licenses required)	All Dynamics applications
Dynamics 365 Marketing Additional Interactions	Tier 3: 2 Tier 4: 5 Tier 5: 10	Dynamics 365 Marketing Additional Interactions Tier 3 Dynamics 365 Marketing Additional Interactions Tier 4 Dynamics 365 Marketing Additional Interactions Tier 5
Dynamics 365 Marketing Additional Contacts	Tier 3: 2 Tier 4: 5 Tier 5: 10	Dynamics 365 Marketing Additional Contacts Tier 3 Dynamics 365 Marketing Additional Contacts Tier 4 Dynamics 365 Marketing Additional Contacts Tier 5

**Customers may combine Finance, Supply Chain Management, Commerce, or Project Operations base USLs and/or device (2.5 device SLs equal 1 base USL) Licenses and/or eCommerce (one unit of any eCommerce Tier SKU) to satisfy the 20-user minimum purchase. Not applicable to CSP.*

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Service Specific Terms

Notices

The Bing Maps, Communication Services, and Professional Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. In addition, Azure Media Services H.265/HEVC Encoding, H.264/AVC Visual Standard, and VC-1 Video Standard apply only to Dynamics 365 Commerce. (refer to Notices)

External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations.

Administration Portal

Customers with Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses, (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and any of the following: Dynamics 365 Finance, Dynamics 365 Supply Chain Management, or Dynamics 365 Project Operations licenses if,

- Each Online Service is deployed under a separate instance, and
- Licensed users only access instances for which they are entitled.

In Process

Third-Party Funds Transfers

Certain Dynamics 365 services may make third-party services available that allow Customer to transfer funds to Customer's end users or other recipient using that third-party service. Customer's use of any third-party service to transfer funds is governed by the terms and conditions of that third-party service. The third-party service provider is solely responsible for the receipt and transmission of funds. Microsoft is not responsible for any aspect of the third-party service and does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

Dynamics 365 Marketing

Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

Dynamics 365 Supply Chain Management, Finance, Commerce, and Project Operations Source Code

Customer may modify for its internal use the X++ application layer source code for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 for Commerce, or Dynamics 365 Project Operations.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 for Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 for Marketing, Dynamics 365 for Human Resources, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

Dynamics 365 for Operations on-premises Server

Customer's with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Unified Operations Plan (or any separately licensed component of the Plan) may,

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- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

Dynamics 365 on-premises Server

Customers with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Customer Engagement Plan (or any separately licensed component of the Plan) may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

Dynamics 365 Business Central on-premises

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

Microsoft Relationship Sales

In Process

Microsoft Relationship Sales includes Dynamics 365 for Sales Enterprise and LinkedIn Sales Navigator Advanced Plus Edition. LinkedIn Sales Navigator Advanced Plus Edition is for the sole use of the Microsoft Relationship Sales Licensed User for the duration of the subscription.

LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at https://www.linkedin.com/legal/preview/user-agreement. Despite anything to the contrary in Customer's volume licensing agreement (including these Product Terms), the LinkedIn Privacy Policy available at https://www.linkedin.com/legal/privacy-policy will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn Data Processing Agreement located at https://legal.linkedin.com/dpa.

Dynamics 365 for Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (https://go.microsoft.com/fwlink/?LinkId=866544&clcid=0x409). The number of allowed transactions is limited to the number of order lines licensed.

Dynamics 365 Customer Insights

Microsoft Provided Data and Insights

Dynamics 365 Customer Insights may include Microsoft provided data and insights (including, but not limited to, market segment and brand affinity data and insights), which Customer may use for internal business purposes only.

Dynamics 365 Fraud Protection

Dynamics 365 Fraud Protection (DFP) processes Customer Data of DFP Customers as described in the Microsoft Dynamics 365 Trust Center to provide the service, which includes providing insights to Customer about the likelihood of fraud for the Customer's payment transactions and other fraud-related events ("Fraud Insights"). Customer acknowledges and agrees that (i) the Customer Data provided to the Online Service will be deidentified and combined with deidentified Customer Data of other D365 Fraud Protection Customers; (ii) Customer will be unable to access, extract, or delete the deidentified Customer Data that is used to generate Fraud Insights; and (iii)

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when Customer's subscription to Dynamics 365 Fraud Protection ends, Microsoft will continue to process the deidentified Customer Data for the sole purpose of providing Fraud Insights to other Dynamics 365 Fraud Protection Customers. Fraud Insights generated by Microsoft do not reveal Customer Data or other identifiable information of any Customer using Dynamics 365 Fraud Protection.

Restrictions on Use

Customer may only use the Fraud Insights to prevent fraud and help identify legitimate transactions. Customer agrees it will not use Fraud Insights (i) as the sole factor in determining whether to proceed with a payment transaction; (ii) as a factor in determining any person's financial status, financial history, creditworthiness, or eligibility for insurance, housing, or employment; or (iii) to make decisions that produce legal effects or significantly affect a person. Microsoft, in providing Dynamics 365 Fraud Protection, is not a "credit reporting agency" and does not provide "consumer reports" or "credit referencing" (as those practices are defined in the United States' Fair Credit Reporting Act, the United Kingdom's Financial Services and Markets Act, or similar laws).

Customer agrees to comply with any additional restrictions on the use of the Fraud Insights, as Microsoft may deem necessary. Customer shall confirm its compliance with the restriction on use of the Fraud Insights to Microsoft in writing within ten (10) days of receiving a request to do so by Microsoft. If Microsoft needs additional information to assure compliance with these restrictions, Customer will cooperate with Microsoft to provide such information, including documentation, within 30 business days of request.

Communication Services

Certain Dynamics 365 services have voice and text services provided by Azure Communication Services. For these services, the Azure Communication Services terms below apply.

Customer Responsibility

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

Notices

The H.264/AVC Visual Standard notice in Notices section applies.

In Process

Recording and Transcription

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

License Terms Precedence

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

Defense of Claims

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors,

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agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

Messaging Application

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

Messaging Policy

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft Dynamics 365 Services

Qualifying License(s)	Add-on User Subscription License(s)
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members Add-on
Dynamics 365 Sales User CAL	Dynamics 365 Sales Professional Add-on
	Dynamics 365 Sales Enterprise Add-on
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Professional Add-on
	Dynamics 365 Customer Service Enterprise Add-on

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Microsoft Dynamics 365 Services

Dynamics Price List (DPL) customers with an active Dynamics Enhancement Plan for the Qualifying Licenses may purchase the corresponding Dynamics 365 From SA SLs. Volume Licensing and Dynamics Price List (DPL) customers are eligible to license the From SA SLs in a licensing program other than the one the Qualifying License was acquired.

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Microsoft Dynamics 365 Services (User)

Qualifying License(s)	From SA User SL
Dynamics AX User CAL	Dynamics 365 Business Central Essentials From SA
Dynamics C5 User CAL	Dynamics 365 Business Central Premium From SA
Dynamics GP User CAL	Dynamics 365 Business Central Team Members From SA
Dynamics NAV User CAL	Dynamics 365 Commerce From SA
Dynamics SL User CAL	Dynamics 365 Human Resources From SA
Dynamics POS	Dynamics 365 Finance From SA
Dynamics RMS	Dynamics 365 Operations – Activity From SA
Microsoft XAL User CAL	Dynamics 365 Project Operations From SA*
	Dynamics 365 Supply Chain Management From SA
	Dynamics 365 Team Members From SA
Dynamics CRM User CAL	Dynamics 365 Customer Service Enterprise From SA
	Dynamics 365 Customer Service Professional From SA
	Dynamics 365 Sales Enterprise From SA
	Dynamics 365 Sales Professional From SA
	Dynamics 365 Team Members From SA
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members From SA
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Enterprise From SA
	Dynamics 365 Customer Service Professional From SA
Dynamics 365 Operations, on-premises User CAL	Dynamics 365 Commerce From SA
	Dynamics 365 Finance From SA
	Dynamics 365 Human Resources From SA
	Dynamics 365 Operations – Activity From SA
	Dynamics 365 Project Operations From SA*
	Dynamics 365 Supply Chain Management From SA
	Dynamics 365 Team Members From SA
Dynamics 365 Sales User CAL	Dynamics 365 Sales Enterprise From SA
	Dynamics 365 Sales Professional From SA
Dynamics 365 Business Central, on-premises User Cal	Dynamics 365 Business Central Essentials From SA
	Dynamics 365 Business Central Premium From SA
	Dynamics 365 Business Central Team Members From SA

In Process

**Not eligible for CSP*

Microsoft Dynamics 365 Services (Device)

Qualifying License(s)	From SA User SL
Dynamics AX Device CAL	Dynamics 365 Business Central Device From SA
Dynamics GP Device CAL	Dynamics 365 Operations – Device From SA
Dynamics NAV Device CAL	
Dynamics SL Device CAL	
Dynamics CRM Device CAL	Dynamics 365 Customer Service Enterprise Device From SA

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Qualifying License(s)	From SA User SL
	Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Customer Service Device CAL	Dynamics 365 Customer Service Enterprise Device From SA
Dynamics 365 Operations, on-premises Device CAL	Dynamics 365 Operations – Device From SA
Dynamics 365 Sales Device CAL	Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Business Central, on-premises Device CAL	Dynamics 365 Business Central Device From SA

Microsoft Power Platform

Availability

Product	Program Attribute
AI Builder capacity add-on	Additional Product
Dataverse Database Capacity	Additional Product
Dataverse File Capacity	Additional Product
Dataverse Log Capacity	Additional Product
Power Apps Per App	Additional Product
Power Apps per app plan	Additional Product
Power Apps plan (2000 Seat Minimum) (User SL)	Additional Product
Power Apps plan (User SL)	Additional Product
Power Automate per flow plan	Additional Product
Power Automate per user (User SL)	Additional Product
Power Automate per user with attended RPA plan (User SL)	Additional Product
Power Automate unattended RPA Add-on (SL)	Additional Product
Power BI Premium (User SL)	Additional Product
Power BI Premium Add-On (User SL)	Additional Product
Power BI Premium EM1	Additional Product
Power BI Premium EM2	Additional Product
Power BI Premium EM3	Additional Product
Power BI Premium P1 - P5	Additional Product
Power BI Pro	Additional Product,USGCC
Power Pages Anonymous capacity pack	Additional Product,USGCC
Power Pages Authenticated capacity pack	Additional Product,USGCC
Power Platform Requests add-on	Additional Product,USGCC
Power Virtual Agents	Additional Product
Professional Direct Support	Additional Product,USGCC

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	Power BI Pro
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	Power Automate, Power Apps

Power BI Report Server - Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of Instances of the Power BI Report Server software in a Physical OSE or Virtual OSE on a Server dedicated to Customer's user or a Virtual OSE on shared servers on Microsoft

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Azure Services only. Servers used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the Outsourcing Software Management clause. Customer may run the Power BI Report Server software in a Physical or Virtual OSE with up to the number of cores included under its Power BI Premium P plan. If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs an additional subscription license for each additional Hardware Thread mapped to that Virtual Core.

Power BI Report Server - Sharing Content

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

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one OSE on a Server for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. Servers used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the Outsourcing Software Management clause.

Azure availability

Certain Power Platform services may be available for purchase as an Azure meter which allows customers to pay as you go for certain services as outlined in the Azure Purchasing Services and the Azure Payment and Fees sections. The individual licensing terms for these products are applicable for these Power Platform services, in addition to the Azure Purchasing Services and the Azure Payment and Fees sections

Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

License Prerequisites

In Process

User License	User License Prerequisites
Power Automate unattended RPA add-on	Power Automate per user with attended RPA plan, or Power Automate per flow plan
Power BI Premium Add-On	Power BI Pro, or Microsoft 365 A5/E5, or Office 365 A5/E5

Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY
Power Apps portals login capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50
Power Apps plan (2000 Seat Minimum) (User SL)	2000
Power Automate per flow plan	5
Professional Direct Support	20 (250 maximum - once met, all remaining users are covered with no additional licenses required)
Power Pages Authenticated capacity pack	Tier 1: 1

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Product	Minimum QTY
	Tier 2: 100 Tier 3: 1000
Power Pages Anonymous capacity pack	Tier 1: 1 Tier 2: 20 Tier 3: 200

Power Apps Portals – Extended Use rights

Purchases of the following products provide internal users the use rights for Power Apps Portals

Product	Custom Power Apps Portals use rights
Dynamics 365 Enterprise license[1]	Power Apps Portals that map to licensed Dynamics 365 application context and, Power Apps Portals that map to the same environment as the licensed Dynamics 365 application
Power Apps per app	1 Power Apps portal
Power Apps per user	Unlimited Power Apps portals

[1]*Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, Dynamics 365 Field Service, Dynamics 365 Project Operations, Dynamics 365 Finance, Dynamics 365 Supply Chain Management, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Business Central.*

Prerequisites for Power Apps and Power Automate capacity add-on

Purchases of Power Apps and Power Automate capacity add-on require an underlying license purchase of Power Apps, Power Automate, Office/Microsoft 365, or Dynamics 365 licenses.

In Process

Service Specific Terms

Notices

The Bing Maps, Communication Services, H.264/AVC Visual Standard, and VC-1 Video Standard Notices apply. (refer to Notices)

Inactive Dataverse Instances provided with Microsoft 365 licenses

If a Customer allows its Dataverse instance that is provided with Microsoft 365 licenses to go inactive, Microsoft may, at its discretion, disable the inactive instance and delete the Customer Data and Personal Data within it. Such Dataverse instance is inactive if for 90 days 1) no user logged into the instance, 2) no apps, bots, reports or flows have accessed the data contained in the instance, 3) no new apps, bots, reports, or flows were installed on or imported into the instance, and 4) no other actions or activities are registered in this instance through API or background processing jobs.

Microsoft Power BI

Definitions

"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

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Limitations

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Microsoft Power Apps

Restricted Tables

Customer may not create, modify, or delete any data from tables of the type designated as "restricted" in product documentation at https://go.microsoft.com/fwlink/?linkid=868812. Customer has read-only access to such restricted tables.

Non-Restricted Tables

Users with a Power Apps license may create, read, update, or delete any data from tables of the type that are not designated as "restricted" in product documentation at https://go.microsoft.com/fwlink/?linkid=868812.

Distributable Code

Customer may use the "Wrap" feature of Power Apps to generate a software package containing a canvas app combined with certain Power Apps mobile platform components. Customer may distribute the combined package unmodified under the terms set forth in the Distributable Code section of the Universal License Terms for Software. Customer may not disassemble the combined package or distribute any components separated from the combined package.

In Process

Updates

Customer may be required to update the package generated from the "Wrap" feature of Power Apps to ensure packages are running on a supported version of the Power Apps mobile platform. Packages running on unsupported versions may not function.

Office 365 Services

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

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Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

In Process

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Visio Online

Availability

Product	Program Attribute
Visio Online Plan 1	Additional Product
Visio Online Plan 1 and 2 From SA (User SL)	Additional Product
Visio Online Plan 2	Additional Product
Visio Online Plan 2 Add-on (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Application
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None

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Product Conditions - Program Specific	
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All (except From SA)

Deployment Rights for Visio

Visio Online Plan 2 licensed users may install and use a copy of Visio Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

Visio View/Print for Office Users

Users licensed with an Office 365 or Microsoft 365 license may use Visio in Reduced Functionality Mode to view and print files.

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

In Process

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

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Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
    - The Online Services will permit Customer to enable or disable these optional connected services; and
    - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

In Process

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Visio

Qualifying License(s)	Add-on User SL
Visio Professional	Visio Online Plan 2 Add-on to Visio Professional
Visio Standard	Visio Online Plan 2 Add-on to Visio Standard

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

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Visio

Qualifying License(s)	From SA User SL
Visio Professional	Visio Online Plan 1 and 2 From SA
Visio Standard	Visio Online Plan 1 From SA

Audio Services

Availability

Product	Program Attribute
Advanced Communications	Additional Product,USGCC
Audio Conferencing (User SL)	Additional Product,USGCC
Audio Conferencing Extended Dial-out minutes to USA/CAN (User SL)	Additional Product,USGCC
Calling Plan (User SL)	Additional Product,USGCC
Common Area Phone (Device SL)	Additional Product,USGCC
Communication Credits	Additional Product,USGCC
Microsoft Teams Audio Conferencing select dial-out	Additional Product
Microsoft Teams Phone Standard (User SL)	Additional Product,USGCC
Microsoft Teams Phone Standard From SA (User SL)	Additional Product
Microsoft Teams Phone with Calling Plan (User SL)	Additional Product
Microsoft Teams Rooms Pro (Device SL)	Additional Product
Microsoft Teams Rooms Pro w/o AC (Device SL)	Additional Product
Operator Connect Conferencing (User SL)	Additional Product,USGCC

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except for Communication Credits)
Reduction Eligible (SCE)	All (except for Communication Credits)
True-Up Eligible	All (except for Communication Credits)

Communication Credits

Communication Credits require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Communication Credits are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

License Prerequisites

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License	License Prerequisites
Advanced Communications	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Audio Conferencing	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Audio Conferencing for India-Based Users	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 F1/F3/E3/A3/E5/A5
Audio Conferencing for India-Based Users E5 Users Add-on	Office 365 E5/A5; Microsoft 365 E5/A5
Audio Conferencing Extended Dial-out minutes to USA/CAN	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Office 365 E5/A5; Microsoft Teams Audio Conferencing select dial-out
Communications Credits	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Office 365 E5/A5; Microsoft Teams Audio Conferencing select dial-out
Operator Connect Conferencing	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Microsoft Teams Audio Conferencing select dial-out	Microsoft 365 E3/F1/F3; Office E1/E3/F3; Teams Essentials (AAD Identity); Microsoft Business Basic/Business Standard/Business Premium
Microsoft Teams Phone Standard	Office 365 F3/E1/E3/A1/A3; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams Essentials (AAD Identity)
Calling Plan	Office 365 E5/A5; Microsoft 365 E5/A5; Microsoft Teams Phone Standard
Microsoft Teams Phone with Calling Plan	Office 365 F3/E1/E3/A1/A3; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams Essentials (AAD Identity)

General Service Terms

In Process

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

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The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

Skype for Business Online Plan 2 or their successor services will have the following Core Features capabilities stated in General Service Terms:

Instant Messaging
An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence
An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings
An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

In Process

Notices

The Communication Services and H.264 and/or VC-1 Notices apply (refer to Notices).

External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Teams Rooms offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Operator Connect

DocuSign Envelope ID: 13D979C9-1000-46E9-B6CF-F05B0E911BB3

Operator Connect includes Operator Connect for Microsoft Teams and Microsoft Teams Phone Mobile. Microsoft is an independent controller of Personal Data processed in connection with Operator Connect. Customer agrees to, and must notify its end users of, the following:

Operator Connect enables Teams end users to communicate with others through telephony networks via Microsoft Teams.

When Operator Connect is enabled by your organization, Microsoft shares information with your organization's communication services carrier (the Operator) to ensure the proper functioning of your Operator's service.

Information Microsoft shares with your Operator when you use Operator Connect includes:

- end user phone numbers;
- call details and call quality data, such as caller and call recipient phone numbers; call invite and end times; call duration; certain caller identifiers; and information about service connections (e.g., IP addresses and operating systems of the caller and call recipient); and
- end user location information for emergency calling.

Operators will be able to export and download the information listed above.

This information will be handled by your Operator in accordance with your Operator's privacy practices. For more information, refer to your Operator's privacy policy and terms of use. For information about how Microsoft will handle this Personal Data, please refer to the Microsoft Privacy Statement at https://go.microsoft.com/fwlink/?LinkId=521839.

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

In Process

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Microsoft Teams Phone Standard

Qualifying License(s)	From SA User SL
Skype for Business Server Plus CAL (Device and User)	Microsoft Teams Phone Standard From SA
Skype for Business Plus CAL (User SL)	

Exchange Online

Availability

Product	Program Attribute
Exchange Online Archiving for Exchange Online (User SL)	Additional Product,USGCC
Exchange Online Archiving for Exchange Server (User SL)	Additional Product,USGCC
Exchange Online Kiosk (User SL)	Additional Product,USGCC
Exchange Online Plan 1 (User SL)	Additional Product,USGCC
Exchange Online Plan 1 Add-on (User SL)	Additional Product,USGCC
Exchange Online Plan 2 (User SL)	Additional Product,USGCC
Exchange Online Protection (User SL)	Additional Product,USGCC
Import Service for Office 365	Additional Product
Microsoft Defender for Office 365 Plan 1 (User SL)	Additional Product,USGCC

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Microsoft Defender for Office 365 Plan 2 (User SL)	Additional Product
Office 365 Data Loss Prevention (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	K only
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License Prerequisites

License	License Prerequisites
Microsoft Defender for Office 365 Plan 1/Plan 2	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Office 365 Data Loss Prevention	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license

In Process

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

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Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services - Exchange Online

In Process

Exchange Online or its successor service will have Core Features capabilities stated in the General Terms:

Emails

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

Mobile and Web Browser Access

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

Retention Policies

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

Deleted Item and Mailbox Recovery

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

Multi-Mailbox Search

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

Calendar

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

Contacts

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

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Core Features for Office 365 Services - Exchange Online Archiving

Exchange Online Archiving or its successor service will have Core Features capabilities stated in the General Service Terms:

Storage

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

Retention Policies

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

Deleted Item and Mailbox Recovery

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

Multi-Mailbox Search

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

Legal Hold

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

Archiving

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

Archiving for Exchange Server

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

In Process

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their work or school account on up to five smartphones and five tablets. Microsoft Outlook is also subject to the Service Specific Terms applicable to M365 Mobile Applications.

Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Exchange Online

Qualifying License(s)	Add-on User Subscription License(s)
Exchange Standard CAL Core CAL Suite	Exchange Online Plan 1 Add-on (User SL)

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Microsoft 365 Applications

Availability

Product	Program Attribute
Microsoft 365 Apps for enterprise (Device SL)	Enterprise Online Service
Microsoft 365 Apps for enterprise (User SL)	Enterprise Online Service
Microsoft 365 Apps for enterprise From SA (User SL)	Enterprise Online Service

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	All - Applications
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All (except From SA)

In Process

Media Eligibility for Microsoft 365 Apps for enterprise with Windows To Go Rights

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

Office View/Print for Office for the Web Users

Users licensed with an Office 365 or Microsoft 365 license may use Microsoft 365 Apps for enterprise in Reduced Functionality Mode to view and print files.

Microsoft 365 Apps for business

Customer may not provision more than 300 user subscription licenses.

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits;

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Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

In Process

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

The following terms apply only to Microsoft 365 Apps for enterprise

Office Home & Student 2013 RT Commercial Use

The commercial use restriction for Office Home & Student 2013 RT is waived for each Microsoft 365 Apps for enterprise User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

Office Online Server

For each Microsoft 365 Apps for enterprise subscription, Customer may install any number of copies of Office Online Server on any Server. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management terms. Each Microsoft 365 Apps for enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

Installation and Use Rights

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Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
    - The Online Services will permit Customer to enable or disable these optional connected services; and
    - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Device-Based Subscription License

Each Device SL permits use of the software provided with the subscription. Users of a Licensed Device:

- may activate and use the software provided on one OSE on the Licensed Device; or
- may install and use the software remotely from the Licensed Device on one OSE on a Network Server, or on Microsoft Azure.

Customer must connect each OSE on which the software is installed to the Internet at least once every 90 days, or the functionality of the software may be affected.

Smartphone and Tablet Devices

Each user to whom Customer assigns a Microsoft 365 Apps for business or Microsoft 365 Apps for enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their work or school account on up to five smartphones and five tablets.

In Process

When versions of Microsoft Word, Excel, PowerPoint, Outlook, OneDrive, and Teams applications for mobile devices ("M365 Mobile Applications") are used with a work or school account to access Online Services governed by these terms, the terms that govern the relevant Online Service apply to that use of the M365 Mobile Applications. Microsoft's commitments related to M365 Mobile Applications do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which the mobile applications operate (e.g., Apple, Google).

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Microsoft 365 Applications

Qualifying License(s)	From SA User SL
Office Professional Plus	Microsoft 365 Apps for enterprise From SA

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Microsoft Stream

Availability

Product	Program Attribute
Microsoft Stream (User SL)	Additional Product
Microsoft Stream Storage Add-on (500GB)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	N/A

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

In Process

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

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Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices apply (refer to Notices).

In Process

Stream Live Events

Stream Live Events are subject to the following:

1. Stream Live Events may not be greater than four (4) hours in length;
2. Stream Live Events attendees may not exceed 10,000; and
3. Stream Live Events are limited to fifteen (15) per customer at any single point in time.

Microsoft Teams

Availability

Product	Program Attribute
Microsoft Teams Premium	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions:	
Terms of Service	Universal License Terms for all Online Services
Product Pool	None
Promotions	None

License Prerequisites

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License	License Prerequisites
Microsoft Teams Premium	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/A1/A3/A5/E1/E3/E5; Office 365 F1/F3/A1/A3/A5/E1/E3/E5; Teams Essentials

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

To Process

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

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Service Specific Terms

Notices

The H.264 Notice applies to all Office 365 Services that include Microsoft Teams (refer to Notices).

External User Entitlements and Meeting Join License Requirements

User SLs are not required for any user to join meetings, webinars, and live events hosted by licensed users. User SLs are also not required for External Users to participate in Teams channels as a Guest with an Azure AD External Identity.

Health Sector Customers

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user's and Customer's use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user's and Customers use of Microsoft Teams.

Any information provided by Customer or its patients in Microsoft Teams (including meeting recordings if enabled by Customer, or any Microsoft Teams apps enabling virtual appointment services) that's necessary for medical records continuity or retention purposes should be downloaded, copied, and/or notated directly in such records by Customer. This service does not maintain legal medical record or a designated record set.

Trials

Microsoft Teams Exploratory Experience may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Exploratory Experience on behalf of end user employees. This offer is not valid for users that have formerly used Teams from a paid, unpaid or trial license.

In Process

Office 365 Suites

Availability

Product	Program Attribute
Office 365 E1 and E3 (User SL)	Enterprise Online Service,USGCC
Office 365 E1 and E3 Add-on (User SL)	Enterprise Online Service,USGCC
Office 365 E1 and E3 From SA (User SL)	Enterprise Online Service,USGCC
Office 365 E3 without Apps for enterprise Add-on (User SL)	Enterprise Online Service,USGCC
Office 365 E5 (User SL)	Enterprise Online Service,USGCC
Office 365 E5 Add-on (User SL)	Enterprise Online Service
Office 365 E5 From SA (User SL)	Enterprise Online Service,USGCC
Office 365 E5 with calling minutes (User SL)	Enterprise Online Service,USGCC
Office 365 F3 (User SL)	Additional Product,USGCC
Office 365 Multi-Geo Add-on (User SL)	Additional Product
Premium Messaging (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	All Application and Server (E1 and F3, Server only. Office 365 Multi-Geo Application only), MPSA - All Application only
Promotions	None

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Product Conditions - Program Specific	
Extended Term Eligible	E1/E3/E5, A3/A5, F3, Office 365 Multi-Geo
Qualified User Exemption	F only
Reduction Eligible	All
True-Up Eligible	All (except from SA)

Office 365 F3 - License Eligibility

Office 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Frontline Worker licensed users, during or across shifts.
    - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
    - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Microsoft 365 and Office 365 Frontline Worker licenses include Microsoft 365 F1, Microsoft 365 F3, and/or Office 365 F3.

Customers who had Office 365 F1/F3 licensed users prior to June 1, 2020 (Impacted Customers) may license additional users with the same or equivalent service, under the Office 365 F1 License Eligibility terms in the November 1, 2019 Product Terms, until the end of the Impacted Customer's subsequent subscription renewal term.

Smartphone and Tablet Devices

Each Office 365 A1, E1, F3, and Business Basic user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

In Process

Multi-Geo Capabilities in Office 365

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

1. A minimum of 250 Office 365 Services subscriptions per Customer; and
2. A minimum of 5% of the Office 365 Services subscriptions within a tenant have a corresponding Multi-Geo Capabilities in Office 365 subscription.

Office 365 Services mean any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license.

Project for the web data

Users licensed with an Office 365 license are granted view rights access to Project for the web Customer Data only on Tenants that have a Microsoft Project Plan 1/3/5 license(s).

- These rights do not grant access to Power Platform applications or other data sets.

License Prerequisites

License	License Prerequisites
Office 365 Multi-Geo Add-on	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Premium Messaging	Office 365 F3/E1/E3/E5 or Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/E5

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

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Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

In Process

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

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Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security	Office 365 E1 Add-on
	Exchange Online Plan 1 Add-on
	SharePoint Online Plan 1 Add-on
Core CAL Suite, or Enterprise CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security, or Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Office 365 E3 without Apps for enterprise Add-ons
	Office 365 A5 Add-on
Core CAL Suite and Office Professional Plus, or Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or Enterprise CAL Suite and Office Professional Plus, or Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus	Office 365 A3/E3 Add-on
	Office 365 E5 Add-on
	Office 365 A5 Add-on
Office Professional Plus	Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

In Process

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Office 365 Suites

Office 365 (E1, E3, E4, E5) From SA User SLs provide the same SA Benefits as the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Office 365 E1 From SA	Core CAL Suite	Core CAL Bridge for Office 365 or Enterprise Mobility + Security
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Core CAL Suite	
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Enterprise CAL Suite	Enterprise CAL Bridge for Office 365 or Enterprise Mobility + Security

Office for the web

General Service Terms

Notices

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The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

In Process

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

Office for the web or its successor service will have the following Core Features capabilities stated in the General Terms:

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

External Users

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

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OneDrive for Business

Availability

Product	Program Attribute
OneDrive for Business Plan 1 and 2 (User SL)	Additional Product,USGCC

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
Qualified User Exemption	None
True-Up Eligible	All
Prerequisite	None

In Process

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

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Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

External Users

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

In Process

Project

Availability

Product	Program Attribute
Project Essentials (User SL)	Additional Product,USGCC
Project Essentials Add-on (User SL)	Additional Product,USGCC
Project Plan 1 (User SL)	Additional Product,USGCC
Project Plan 1 Add-on (User SL)	Additional Product,USGCC
Project Plan 3 (User SL)	Additional Product,USGCC
Project Plan 3 Add-on (User SL)	Additional Product,USGCC
Project Plan 3 From SA (User SL)	Additional Product,USGCC
Project Plan 5 (User SL)	Additional Product,USGCC
Project Plan 5 Add-on (User SL)	Additional Product,USGCC
Project Plan 5 From SA (User SL)	USGCC

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server, MPSA - All Application only
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All

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Product Conditions - Program Specific	
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All (except From SA)

Deployment Rights for Project

Project Plan 3/5 licensed users may install and use a copy of Project Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

In Process

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

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If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Plan 3 or Plan 5 User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure or with a Qualified Multitenant Hosting Partner. A list of Qualified Multitenant Hosting Partners is available at https://aka.ms/QMTHAuthorizedPartnerList; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project.

Universal Resource Scheduling

Customers with a Microsoft Project Plan 1/3/5 license(s) are only permitted to use Universal Resource Scheduling to schedule Project and Task tables within the context of a project.

In Process

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Project

Qualifying License(s)	Add-on User Subscription License(s)
Project Professional	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Standard	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Server CAL	Project Essentials Add-on
	Project Plan 3 Add-on
	Project Plan 5 Add-on

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

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Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the Windows Desktop Operating System.

Project

Qualifying License(s)	From SA User SL
Project Standard	Project Plan 1 From SA
Project Server CAL	
Project Professional	Project Online Plan 3 From SA
Project Server CAL	
Project Professional	Project Online Plan 5 From SA
Project Server CAL	

SharePoint Online

Availability

Product	Program Attribute
Office 365 Extra File Storage 1 GB (Add-on SL)	Additional Product,USGCC
SharePoint Online Plan 1 Add-on (User SL)	Additional Product
SharePoint Online Plan 1 and 2 (User SL)	Additional Product,USGCC

Trial Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
Qualified User Exemption	K only
True-Up Eligible	All
Prerequisite	Add-ons, From SA

General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

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Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

SharePoint Online or its successor service will have Core Features capabilities stated in General Service Terms:

Collaboration Sites

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

Storage

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

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External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

Storage Add-on SLs

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

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

SharePoint Online

Qualifying License(s)	Add-on User SL
SharePoint Standard CAL	SharePoint Online Plan 1 Add-on
Core CAL Suite	

Workplace Analytics

In Process

Availability

Product	Program Attribute
Workplace Analytics (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License	License Prerequisites
Workplace Analytics	Microsoft 365 Business Basic/Business Standard/Business Premium/E3/E5/A3/A5; Office 365 E1/E3/E5/A3/A5; Exchange Online

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General Service Terms

Notices

The Bing Maps and Communication Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

In Process

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

HIPAA Business Associate Agreement

Even though Workplace Analytics is not specified in the HIPAA Business Associate Agreement ("BAA"), if Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103,

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then execution of Customer's volume licensing agreement for Workplace Analytics includes execution of the BAA, the full text of which is available at http://aka.ms/BAA.

Third-Party Audits

Microsoft has and will implement and maintain appropriate technical and organizational measures to protect Customer Data and Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed in Workplace Analytics. Those measures comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. Microsoft has and will conduct periodic third-party audits to verify compliance with those requirements, consistent with the audits of Office 365 Services.

Other Online Services

Bing Maps

Availability

Product	Program Attribute
Bing Maps Enterprise Platform (SL)	Additional Product
Bing Maps Internal Website Usage 100K Transactions (SL)	Additional Product
Bing Maps Internal Website Usage 500K (and higher) Transactions (SL)	Additional Product
Bing Maps Known 5K User (SL)	Additional Product
Bing Maps Known Per User (SL)	Additional Product
Bing Maps Light Known 500 User (SL)	Additional Product
Bing Maps Light Known 5K User (SL)	Additional Product
Bing Maps Public Website Usage 100K Transactions (SL)	Additional Product
Bing Maps Public Website Usage 500K (and higher) Transactions (SL)	Additional Product
Mobile Asset Management Distance Matrix Per Asset Automatic	Additional Product
Mobile Asset Management Distance Matrix Per Asset Manual	Additional Product
Mobile Asset Management Drive Analytics Per Asset	Additional Product
Mobile Asset Management Per Asset (SL)	Additional Product
Mobile Asset Management Platform (SL)	Additional Product
Mobile Asset Management Truck Routing Per Asset	Additional Product

In Process

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	None
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

Billable Transactions

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Each Bing Maps Transactions SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Transactions SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset
- Drive Analytics Per Asset

General Service Terms

Notices

The Bing Maps Notices apply (refer to Notices).

Service Specific Terms

Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

In Process

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Bing Maps APIs

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks/.

Bing Maps Privacy

The Microsoft Privacy Statement (located at: https://go.microsoft.com/fwlink/?LinkId=521839) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of the Bing Maps Mobile Asset Management Platform.

Bing Maps Transactions and Users

Authenticated Users

Users that are authenticated by Customer's programs that access the service through the Bing Maps APIs must have a SL.

Bing Maps APIs

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks/.

Bing Maps Privacy

The Microsoft Privacy Statement (located at https://go.microsoft.com/fwlink/?LinkId=521839) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of Bing Maps.

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Microsoft Intune

Availability

Product	Program Attribute
Microsoft Intune (User SL)	Additional Product
Microsoft Intune Add-on (User SL)	Additional Product
Microsoft Intune for Devices (Device SL)	Additional Product
Microsoft Intune P2 (User SL)	Additional Product
Microsoft Intune Suite	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except Microsoft Intune for EDU (Device SL))
Reduction Eligible (SCE)	None
True-Up Eligible	All

In Process

License Prerequisites

License	License Prerequisites
Microsoft Intune Suite/ Microsoft Intune P2	Microsoft 365 Business Premium/E3/E5/F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Intune

Service Specific Terms

Notices

Any deployment services provided to Customer are subject to the Professional Services Notice. (refer to Notices)

Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user. If Intune Company Portal App is used to manage devices, the terms that apply to Microsoft Intune Online Services (as defined in the Core Online Services table in the Online Services Security & Privacy Terms) apply to the use of Intune Company Portal App. Microsoft's commitments related to Intune Company Portal App do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which Intune Company Portal App operates (e.g., Apple, Google).

Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

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Storage Add-on SL

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

Windows Software Components in System Center Software

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

SQL Server Technology and Benchmarking

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

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft Intune

In Process

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Microsoft Intune Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	
Core CAL Suite	Microsoft Intune for EDU Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	

Microsoft Learning

Availability

Product	Program Attribute
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server

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Product Conditions - General	
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	None
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License

Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site License. The site License will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

Service Specific Terms

Microsoft Learning E-Reference Library

In Process

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

GitHub Offerings

Availability

Product	Program Attribute
GitHub Actions	Additional Product
GitHub Advanced Security (User SL)	Additional Product
GitHub AE (GHEM) (User SL)	Additional Product
GitHub Engineering Direct	Additional Product
GitHub Enterprise (User SL)	,Additional Product
GitHub Insights (User SL)	Additional Product
GitHub Packages	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Application
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	GitHub Advanced Security, GitHub Enterprise, and GitHub Insights
Qualified User Exemption	All

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Product Conditions - Program Specific	
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

GitHub Enterprise

Customer's Licensed Users may access and use both the GitHub Enterprise Cloud online service (formerly known as Business Cloud) and GitHub Enterprise Server on-premises software (formerly known as GitHub Enterprise or GHE), as included in GitHub Enterprise.

GitHub Actions and GitHub Packages

Customer may acquire these services only if it has also acquired User SLs for GitHub Enterprise or an offering that includes GitHub Enterprise.

GitHub Advanced Security

Customer may acquire GitHub Advanced Security User SLs for its Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise ("Customer's GitHub Enterprise Users").

GitHub Insights

Customer may acquire GitHub Insights User SLs for Customer's GitHub Enterprise Users provided that it acquires User SLs for such service(s) for all of Customer's GitHub Enterprise Users.

Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for preview, demonstration, pre-release versions, training or evaluation purposes requires User SL and the terms at https://aka.ms/github_preview apply.

IP Process

Service Specific Terms

GitHub Offerings are provided by GitHub, Inc. By using GitHub Offerings, Customer agrees to be bound by the GitHub terms available at https://aka.ms/github_terms. Notwithstanding anything to the contrary in Customer's volume licensing agreement (including these Product Terms and the DPA), the GitHub Privacy Statement available at https://aka.ms/github_privacy and the GitHub Data Protection Agreement at https://aka.ms/github_dpa will apply to Customer's use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.

GitHub Advanced Security

In addition to User SLs permitting access to GitHub Enterprise, Customer must acquire GitHub Advanced Security User SLs for each of its Unique Committers. A "Unique Committer" is a Licensed User of GitHub Enterprise or an offering that includes GitHub Enterprise who has made a commit in the last 90 days to any repository with any GitHub Advanced Security functionality activated.

GitHub Insights

Customer's Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Insights, provided that all such users are also assigned GitHub Insights User SLs.

GitHub Engineering Direct

GitHub Engineering Direct is premium technical support provided by GitHub, Inc. for customers who have Microsoft Premier or Unified Support. By using GitHub technical support, Customer agrees to be bound by the GitHub terms available at https://aka.ms/githubsupport.

Notices

Notices to GitHub may be submitted via email to legal@support.github.com. If Customer wishes to formally service notice on GitHub, it must be made through GitHub's registered agent:

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GitHub, Inc.

c/o Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833-3505

Visual Studio with GitHub Enterprise

Availability

Product	Program Attribute
GitHub Enterprise for Visual Studio Enterprise (User SL)	Additional Product
GitHub Enterprise for Visual Studio Professional (User SL)	Additional Product
Visual Studio Enterprise with GitHub Enterprise (User SL)	Additional Product,Server and Tools Product
Visual Studio Professional with GitHub Enterprise (User SL)	Additional Product

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Application
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	All
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

In Process

GitHub Enterprise

The Licensed User may access and use both the GitHub Enterprise Cloud online service and GitHub Enterprise Server on-premises software as included in GitHub Enterprise as set forth in GitHub Offerings.

GitHub Enterprise Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

Visual Studio License Terms

The Licensed User may use Visual Studio Enterprise or Visual Studio Professional, respectively, as set forth in the Visual Studio Product Entry subject to the same terms and conditions.

GitHub Enterprise for Visual Studio Licenses

Customer may purchase GitHub Enterprise for Visual Studio Licenses for any of its Visual Studio Enterprise or Professional Licensed Users with active Visual Studio subscriptions.

Step-Up Licenses

Customer is eligible to purchase Visual Studio Enterprise with GitHub Enterprise Step-up Licenses as provided in Software Assurance Benefits, "Step-up License Availability" for any of its Visual Studio Professional with GitHub Enterprise Licensed Users.

Azure Virtual Desktop

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Refer to the Azure Virtual Desktop section of the Microsoft Azure Services Product entry for rights to access Azure Virtual Desktop virtual machines.

Microsoft Search in Bing

Service Specific Terms

Microsoft Search in Bing

"Microsoft Search in Bing" means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer's internal resources, for which the query and results returned are Customer Data for purposes of these Product Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Product Terms and the DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at https://go.microsoft.com/fwlink/?LinkId=521839 applies to public search on Bing.com.

Office 365 Developer

Service Specific Terms

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

Microsoft Defender for Endpoint

Availability

Product	Program Attribute
Defender for Endpoint P1 (User SL)	Additional Product
Defender for Endpoint P2 (User SL)	Additional Product
Defender for Endpoint P2 Step-up from P1 (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	No

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Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except Microsoft Intune for EDU (Device SL))
Reduction Eligible (SCE)	None
True-Up Eligible	All

Service Specific Terms

Data Retention

Microsoft Defender for Endpoint does not contain extractable Customer Data therefore the Customer Data extraction terms in the DPA do not apply.

Microsoft Defender for Endpoint

Eligible Licensed Users may use Microsoft Defender for Endpoint on up to five concurrent devices.

Use on Devices Managed by Third-Parties

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Endpoint with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Microsoft Cloud for Retail Add-On

Availability

In Process

Product	Program Attribute
Microsoft Cloud for Retail Add-on	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Add-ons

Customer may acquire Microsoft Cloud for Retail Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.

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3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Microsoft Cloud for Retail Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Dynamics 365 Customer Insights

Service Specific Terms

Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at https://go.microsoft.com/fwlink/?linkid=2186363.

Microsoft Cloud for Healthcare Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Healthcare Add-on	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Add-ons

Customer may acquire Microsoft Cloud for Healthcare Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Healthcare Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 F3/E1/E3/A3*, Microsoft 365 F1/F3/E3/E5*, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Service Insights, or Dynamics 365 Marketing, or Dynamics 365 Customer Insights, or Dynamics 365 Insights, or Dynamics 365 Field Service, or Microsoft Azure API for FHIR, or Microsoft Healthcare Bot Service.

**Or any component of the suite that contains Microsoft Teams.*

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Service Specific Terms

Compliance Disclaimer

The Microsoft Cloud for Healthcare Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards for Customer Data and Non-Microsoft Product data solely in connection with your use of the Microsoft Healthcare Add-on.

The regulatory compliance standards that are applicable to the Microsoft Cloud for Healthcare Add-on features can be found on the compliance dashboard (https://docs.microsoft.com/microsoft-365/compliance/offering-hipaa-hitech?view=o365-worldwide).

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Healthcare Add-on at https://aka.ms/MicrosoftCloudforHealthcareCompliance.

Microsoft Sustainability Manager

Availability

Product	Program Attribute
Microsoft Sustainability Manager	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

In Process

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Service Specific Terms

Compliance Disclaimer

You can learn more about Microsoft's commitments to compliance, data protection, and privacy and the Microsoft Sustainability Manager at https://aka.ms/MicrosoftSustainabilityManagerCompliance.

Windows Autopatch

Windows Autopatch is available with Windows 10/11 Enterprise E3 subscription (or higher).

Service Specific Terms

Managed Service

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Windows Autopatch includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to Professional Services).

Data Handling

Windows Autopatch integrates data (including Customer Data) between other Microsoft Products including Azure Active Directory, Microsoft Intune, Office, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Autopatch Integrated Services"). Once data is transferred within the Autopatch Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Microsoft Defender Experts for Hunting

Availability

Product	Program Attribute
Microsoft Defender Hunting Experts (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

In Progress

Product Conditions - Program Specific	
Extended Term Eligible	N/A
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License Prerequisites

License	License Prerequisites
Microsoft Defender Hunting Experts	Microsoft Defender for Endpoint Plan 2; Microsoft Defender for Office Plan 2; Microsoft Defender for Identity; Microsoft Defender for Cloud Apps; Windows Enterprise E5/A5; Microsoft 365 E5/A5; Microsoft 365 E5/A5 Security; Microsoft 365 F5 Security + Compliance; Microsoft 365 E5/F5 Information Protection and Governance; Microsoft 365 F5 Security + Compliance; Microsoft 365 F5 Security; Enterprise Mobility + Security E5/A5

Service Specific Terms

Managed Service

Microsoft Defender Experts for Hunting includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to Professional Services).

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Microsoft Defender for Cloud Apps

Availability

Product	Program Attribute
Microsoft Defender for Cloud Apps (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

In Process

Service Specific Terms

External User Allowance

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

Notices

The Bing Maps and Professional Services notices in apply. (refer to Notices)

Microsoft Cloud for Financial Services Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Financial Services Add-on	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

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Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Add-ons

Customer may acquire Microsoft Cloud for Financial Services Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Microsoft Cloud for Financial Services Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Microsoft 365 E3, or Microsoft 365 E5, or Microsoft Project, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Insights, or Dynamics 365 Sales Enterprise, or Dynamics 365 Customer Voice

Service Specific Terms

Compliance Disclaimer

In Process

The Microsoft Cloud for Financial Services Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards.

Customer agrees that any information resulting from the use of the features provided as part of the Microsoft Cloud for Financial Services Add-on ("Cloud for Financial Services") is for informational or internal process management purposes only, and does not constitute legal, financial, tax planning, or other advice from Microsoft. Customer agrees that it is responsible for its own financial research and financial decisions, and that the solutions and resulting information provided through the Cloud for Financial Services will not serve as the primary basis for its financial decisions. Customer agrees that Microsoft is not responsible or liable for any decisions or actions customer, or its authorized third parties, take based on information Customer produces or generates as a user of the Cloud for Financial Services. No solutions provided through the Cloud for Financial Services constitute an offer, solicitation of an offer, or advice to buy or sell securities, or any financial instrument or investment by Microsoft.

Customer may not use any of the features or information provided through the Cloud for Financial Services as a factor in establishing the financial standing, including the eligibility for credit, hire, insurance, housing, employment or other eligibility or entitlement (including for any other use constituting a permissible purpose under the U.S. Federal Fair Credit Reporting Act ("FCRA")) of a person or entity, in such a way that would cause Microsoft to be considered to operate as a Consumer Reporting Agency under FCRA.

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Financial Services Add-on at https://aka.ms/mcfsi-docs.

Data Protection and Security

The terms of the DPA (http://aka.ms/DPA) apply to Online Services except for Online Services listed in the Privacy & Security Terms. For Core Online Services, Online Service-specific details on security practices and location of Customer Data at rest are also located in the Privacy & Security Terms.

Microsoft Cloud for Nonprofit Add-On

Availability

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Product	Program Attribute
Microsoft Cloud for Nonprofit Basic	Additional Product
Microsoft Cloud for Nonprofit: Plan 1 and Plan 2	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Purchasing Minimums

Purchases of the following products allow Customers with a total count of employees, regardless of how many employees access Microsoft Cloud for Nonprofit, to purchase the Licenses listed in the table below:

Product	Total Employee Count
Microsoft Cloud for Nonprofit: Plan 1	Less than or equal to 250
Microsoft Cloud for Nonprofit: Plan 2	Greater than or equal to 251

Add-ons

Customer may acquire Microsoft Cloud for Nonprofit Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Microsoft Cloud for Nonprofit Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 A3/E3, or Office 365 A5/E5, or Microsoft 365 A3/E3 or Microsoft 365 A5/E5, or LinkedIn Sales Navigator, or Power Apps, or Power Automate, or Power BI, or Dynamics 365 Sales Enterprise, or Dynamics 365 Marketing, or Azure App Service

Service Specific Terms

Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at https://aka.ms/MicrosoftCloudforNon-Profit.

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Windows 365

Availability

Product	Program Attribute
Windows 365 Enterprise	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for Online Services (Windows 365 Windows operating system is governed by the Universal License Terms for all Software and includes specific terms in the Windows Desktop Operating System)
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	N/A
Reduction Eligible	All
True-Up Eligible	Yes

License Assignment

In Process

Windows 365 Enterprise License Assignment Eligibility

The Licensed User must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Azure Active Directory P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/G5/A3/A5/Business Premium/Student Use Benefit.

License Reassignment

Replacing a user's Windows 365 Business/Enterprise license with another Windows 365 Business/Enterprise license does not count as "reassignment" and Customer may make such replacements at any time.

Service Specific Terms

Network Egress

Microsoft reserves the right to restrict network egress due to high bandwidth usage.

Use as a Server

You may not use the service to perform server functions to devices outside of the service or to third parties.

Distributed Computing

You may not use the service for sustained distributed computing or digital asset transaction validation workloads.

Data Handling

Windows 365 integrates data (including Customer Data) between other Microsoft Products including Azure Active Directory, Microsoft Intune, Azure Virtual Desktop, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Windows 365 Integrated Services"). Once data is transferred between the Windows 365 Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

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Glossary

Terms defined in this Glossary apply unless otherwise defined in product specific terms.

Definitions

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

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

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

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

Allocated Annual prepayment means, if Customer elects annual invoicing, the portion of the Azure prepayment allocated annually through the Enrollment term.

Authorized Outsourcer means any third party service provider that is not a Listed Provider and is not using Listed Provider as a Data Center Provider as part of the outsourcing service.

Azure compute savings plan means a commitment to spend a specified monetary amount each hour on eligible Microsoft Azure Services for a specified term.

Azure Facial Recognition Services means facial recognition features or functionality included in Azure Services, such as Face; or the facial recognition functionality in Azure Video Analyzer for Media.

In Process

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

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

Azure Private MEC Solution means a combined software and hardware private multi-access edge compute offering which includes Azure Network Function Manager.

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

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

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

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

CAL Equivalent License means a User SL or External Connector License identified in a Product's "Server Software Access" table, or a CAL suite or SL, as identified in CAL and ML Equivalency Licenses, as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the License after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means a high performance computing applications that solves, in parallel, complex computational problems, or a set of closely related computational problems. Clustered HPC Applications divide a computationally complex problem

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into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

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

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

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

Core Online Services means those Online Services listed as Core Online Services in the Privacy & Security Terms section.

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

Customer Health Bot Application means an application or any set of applications that adds primary and significant functionality to the Azure Health Bot Service and that is not primarily a substitute for the Azure Health Bot Service.

Customer Solution means any application that the Customer makes available to its end users consisting of Customer's applications and the Microsoft Azure Services, whereby Customer's application adds primary and significant functionality and is not primarily a substitute to the Microsoft Azure Services. Customer applications that only provide billing, license management, and/or infrastructure services (e.g., virtual machines, containers, storage, or management for such infrastructure services) do not constitute "primary and significant functionality."

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

Data Center Provider means an entity that provides infrastructure or software services, directly or indirectly, to another service provider. Microsoft may also serve as a Data Center Provider through Microsoft Azure.

In Process

Data Protection Addendum (DPA) means the Microsoft Products and Services Data Protection Addendum published at https://aka.ms/DPA.

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

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

External Connector License means a License assigned to a Server that permits access to the corresponding version of the server software or earlier versions of the server software by External Users.

External Users means users that are not employees, onsite contractors or onsite agents of Customer or its Affiliates.

Fail-over OSE means an OSE (or an Azure service) in which passive Instances of the server software are running in anticipation of a fail-over event.

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

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

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

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

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

IoT Device means a computing device that (i) is designed or configured for use primarily with an industry- or task-specific software program that provides the primary functionality of the computing device ("IoT Program"), (ii) uses equal to or less than 16 physical cores, and (iii) is not designed to be marketed or primarily used as a multi-functional Server, or a commercially viable substitute for a multi-functional Server.

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

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

Licensed Device means a single physical hardware system to which a License is assigned. Devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

Licensed Server means a single Server to which a License is assigned. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

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

License Mobility through Software Assurance Partner means an entity identified at https://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-license-mobility and authorized by Microsoft to host customers' software on shared servers.

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

Listed Providers include entities identified by Microsoft at http://aka.ms/listedproviders. Microsoft may identify additional Listed Providers at http://aka.ms/listedproviders from time to time; however, if Customer is using an outsourcer at the time its Authorized Outsourcer status is terminated, then Customer may temporarily continue to use the same entity in its former Authorized Outsourcer capacity for one year from the date of that change in status.

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

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in CAL and ML Equivalency Licenses, as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

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

Microsoft Azure Services means the Microsoft services and features identified at http://azure.microsoft.com/services/, except those identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans.

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

Network Server means a physical hardware server that provides resource assistant to computers in a network. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause in the Universal License Terms.

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

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Online Service means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog).

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

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

Physical Core means a core in a Physical Processor.

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

Physical Processor means a processor in a physical hardware system.

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

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

Primary Workload means either an OSE in which Instances of the server software are running under the "Use Rights" section of a product entry or an Azure service.

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

In Process

Professional Services means Microsoft technical support services and Microsoft consulting services (e.g., for data migration) provided to Customer. "Professional Services" does not include Products.

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

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

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

Services Deliverables means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

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

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

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

Standards means any technology specification created by an organization or contractually-formed group whose activities include developing, promulgating, or otherwise producing technical standards to be used by adopters or implementers.

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

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

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

Subprocessor means other processors used by Microsoft to process data.

Telecommunication Service Providers are entities that provide communications services, telephony services, voice or data transmission services, and wireless prepaid services.

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

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

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

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

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

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

In Process

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

Attributes

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

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

Add-ons and From SA: Indicates the Product is available as an Add-on, and/or From SA. For details, refer to the Add-ons and From SA sections for each respective product and online service.

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

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to Servers - Disaster Recovery Rights section of Software Assurance Benefits.

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

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

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances as described in the Product entry.

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

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License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of Software Assurance Benefits.

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

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

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the Universal License Terms for details.

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

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

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

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

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

Product-Specific License Terms, or **Product-Specific Terms**: Indicates the Product-specific terms and conditions governing deployment and use of the Product in the Product Terms, including those in the product specific sections of the Product Terms.

Promotions: Indicates that limited time offers apply to the Product as described in Promotions.

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

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

In Process

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

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

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in Software Assurance Benefits.

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

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers - Self Hosted Applications section of Software Assurance Benefits.

Student Use Benefit: The option for Institutions that license a qualifying Product for their Organization-wide count to license a Product for use by their Students at a ratio of 1:15 or 1:40 Students per Education Qualified User or Knowledge Worker (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in Student Use Benefits and Academic Programs. Such Student Licenses may not be counted toward minimum order requirements. The License Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

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

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

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

Cell Values

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

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

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

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

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

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

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

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

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

In Process

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

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

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

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

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

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

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

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

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

Other Legal Terms

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms

This section includes the additional or alternative terms that apply to hardware Products that are identified below. If there is a conflict between the provisions of this section and that of the Product Terms, this section shall govern and control for that hardware Product.

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Azure Data Box Hardware Terms

The terms and conditions located at https://docs.microsoft.com/azure/databox/data-box-hardware-additional-terms are incorporated by reference into these hardware terms.

Definitions

Azure Storage means the Microsoft-managed cloud service that provides data storage.

Azure Storage Account means an account that enables Customer to access and store its information using the Azure Storage service.

Data Box Device means a hardware device, including Data Box Software, that Microsoft may provide for Customer's temporary use in transporting data between its premises and the Azure datacenter. The family of Data Box Devices includes Data Box, Data Box Disk, and Data Box Heavy, and successors.

Data Box Software means all software provided on or in connection with a Data Box Device, including all tools, updates, and associated documentation.

Designated Azure Data Center means the Microsoft Azure data center designated by Microsoft as the data center to which Customer will return the Data Box Device, which may be different than the data center where Customer prefers to store its data and/or the location of Customer's Azure Storage Account.

Microsoft Azure Data Box Service or **Service** means the Microsoft Azure service that enables customers to store and transfer large amounts of data to and from data centers on the Data Box Device. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Data Box Software

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting data as enabled by the Data Box Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation; (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology with Data Box Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

Azure Service Terms

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription agreement as described at https://azure.microsoft.com/support/legal/. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Data Box Device as part of the Service.

Product Use Rights

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Data Box Device to transport and transfer data.

Customer Determination of Appropriateness. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in the Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

No Transfer or Access. Customer agrees to not sell, assign, or transfer the Data Box Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Data Box Device (including the Software).

Disclaimer of Warranty

THE DATA BOX DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS,

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Azure Stack Edge Hardware Terms

The terms and conditions located at https://docs.microsoft.com/azure/databox-online/azure-stack-edge-add-hardware-terms are incorporated by reference into these hardware terms.

Definitions

"**Azure Stack Edge Device**" means hardware devices, including Software, that are offered as part of Azure Stack Edge family of devices as described at https://azure.microsoft.com/products/azure-stack/edge/.

"Azure Stack Edge Service" or "Service" means the Azure service that enables customers to receive, provision, use and manage an Azure Stack Edge Device. For clarity, the Service includes without limitation, any associated technology or functionality (e.g., creating a share), information, materials, and Service updates.

"**Software**" means all software provided on or in connection with an Azure Stack Edge Device, including all tools, updates, and associated documentation.

Azure Services Terms

These Azure Stack Edge Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Azure Stack Edge Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription as described at https://azure.microsoft.com/support/legal/. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Azure Stack Edge Device as part of the Service.

Use of Azure Stack Edge Device and Software

Conditions for Azure Stack Edge Use

In Process

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Azure Stack Edge Device, provided that Customer implements the following:

1. **Data Protection**. Customer is responsible for protection, including retaining backup copies of customer data stored on the Azure Stack Edge Device in the event of device failure, loss, or destruction.
2. **Customer Determination of Appropriateness**. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Azure Stack Edge Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **No Transfer or Access**. Customer agrees to not sell, assign, or transfer the Azure Stack Edge Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Azure Stack Edge Device (including the Software).
4. **Accreditation**. To the extent that Customer is a governmental entity, Microsoft also grants Customer the right to place the Azure Stack Edge Device through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top-secret domain.

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software only with the Azure Stack Edge Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Azure Stack Edge Device; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Azure Stack Edge Device documentation ; (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology with the Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Azure Stack Edge Device, the separate license terms for those modules or agents will govern and control for the use of such modules or agents.

Activation/Consent for Internet-based Services

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Activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., time and update server IP address).

Microsoft uses this information to make the Internet-based services available to Customer. By using the Azure Stack Edge Device and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

Microsoft may make updates available for the Azure Stack Edge Device. To continue to receive Azure Stack Edge support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Survival

The sections titled Azure Services Terms, Software, Survival, and Disclaimer of Warranty will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE AZURE STACK EDGE DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Azure Stack Hub Ruggedized from Microsoft Hardware Terms

In Process

Definitions

Documentation means the Ruggedized Azure Stack Hub user documentation set forth in https://aka.ms/azurestackhub.

Azure Stack Hub Ruggedized from Microsoft or Appliance means an integrated hardware system, including Software, that Microsoft may offer as part of the Azure Stack family of Appliances as described at https://azure.microsoft.com/en-us/overview/azure-stack/, for Customer's use at Customer's designated premises.

Azure Stack Hub Ruggedized Service or Service means the Azure service that enables Customers to receive, provision, use, and manage the Appliance in running Azure services. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Software means all software in object code form provided on or in conjunction with an Appliance, including all tools, updates, and associated documentation.

Azure Service Terms; Limitations

Azure Service Terms

These Ruggedized Azure Stack Hub Appliance Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Appliance as part of the overall Service. Customer's use of the Service is also subject to the Azure Service Agreement and Terms located at https://azure.microsoft.com/en-us/support/legal/, which includes without limitation, the Customer's customer or other license agreement and the Product Terms. These Additional Terms supplement but do not amend or modify any existing terms in the Azure Service Agreement and Terms. If there is a conflict between these Additional Terms and any of the terms comprising the Azure Service Agreement and Terms, the Additional Terms will govern and control for purposes of the use of the Appliance as part of the Service.

Limitations

Microsoft is not obligated to continue to make the Appliance or any other hardware product available in connection with the Service. The Appliance may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft is not responsible for delays related to the Service that are outside of its direct control. Microsoft reserves the right to refuse to offer

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the Service and corresponding Appliance to anyone in its sole discretion and judgment. Microsoft may suspend the Service in its discretion in accordance with the terms for Microsoft Azure services under the Universal License Terms for Online Services.

Use of the Appliance and Software

Conditions for Appliance Use

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Appliance, provided that Customer implements the following:

1. **Data protection**. Customer agrees to take certain precautions regarding its customer data: (i) Back up and protect all data prior to copying to and storing on the Appliance; (ii) do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Appliance to Microsoft; and (iii) Apply updates as set forth herein and perform preventative maintenance as recommended by Microsoft.
2. **Customer Determination of Appropriateness**. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Appliance as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **Deployment pre-requisites and facility assessment**. Customer agrees to meet Microsoft's requirements necessary to support the installation, use, maintenance, and removal of the Appliance.
4. **No Transfer or Access**. Customer agrees to not sell, assign, or transfer the Appliance, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Appliance (including the Software).

Accreditation

To the extent that the Customer is a governmental entity, Microsoft also grants Customer the right to place the Appliance through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top secret domain.

In Process

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software with the Appliance, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Appliance; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Appliance documentation (if any); (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. Subject to the foregoing limitations, Customer's use of the Software is subject to the software license terms presented to or otherwise made available to Customer in connection with the Appliance, and also includes without limitation, any separate license terms for any separate modules or agents to run additional Azure services on or in connection with the Appliance. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Appliance, the separate license terms for those modules or agents shall govern and control for the use of such modules or agents.

Restrictions on Benchmarking

Customer may not use the Software for comparisons or "benchmarking," except for Customer's internal purposes, nor publish or disclose the results thereof.

Activation/Consent for Internet-based Services

If activation of the Software is necessary, activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, as described in the Documentation. Microsoft uses this telemetry to make the Internet-based services available to Customer. By using the Appliance and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

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Microsoft may make Software updates available for the Appliance. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Appliance support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in compliance with Microsoft's published or provided policy.

Delivery, Deployment, and Use of the Appliance

- **Delivery**. The Service and the Appliance are offered as a Microsoft first party service under these Additional Terms and the Azure Service Agreement and Terms, and by which Microsoft will deliver the Appliance to Customer's specified location ("Customer Specified Location"), subject to Service and Appliance availability.
- **Deployment**. Microsoft will initiate and complete the deployment of the Appliance at the Customer Specified Location, which can typically take up to fifteen (15) days.
- **Use**. As part of the Service, Microsoft allows Customer to use the Appliance for as long as the Customer has an active subscription to the Service, which use includes but is not limited to, use of the hardware, hardware support, and basic software infrastructure services (e.g., storage, compute, including virtual machines and containers). As part of the deployment and use of the Service and the Appliance, Customer agrees to provide assigned resources at the level reasonably requested by Microsoft to address pre-requisite activities, information, items for deployment, and ongoing management.
- **Optional Services**. Customer may use and subscribe to additional, optional services in connection with the Service and Appliance that will be subject to a separate fee or subscription.

Title and Risk of Loss; Shipment and Return Responsibilities

Title and Risk of Loss

All right, title and interest in each Appliance is and shall remain the property of Microsoft, and except as expressly set forth in these Additional Terms, no rights are granted to any Appliance (including under any patent, copyright, trade secret, trademark or other proprietary rights). Customer will compensate Microsoft for any loss, damage or destruction to or of any Appliance while it is at any of Customer's locations or in the circumstances described in Section "Responsibilities if a Government Customer Moves the Appliance between Customer's Locations," with the exception of expected wear and tear, which includes minor damage (e.g., dings and dents) that do not compromise the structure or functionality of the Appliance. Customer is responsible for inspecting the Appliance upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at adbeops@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage (other than expected wear and tear) to, the Appliance once it has been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Appliance for return delivery.

Microsoft may charge Customer a lost device fee for the Appliance (i) if the Appliance is lost or materially damaged while it is Customer's responsibility as described in the previous sentence, or (ii) if Customer does not return the Appliance to the Microsoft-designated carrier for return or Microsoft pursuant to Section "Shipment and Return of the Appliance" below, within 30 days from the end of Customer's use of the Service. Microsoft reserves the right to change the fee charged for lost or damaged devices, including but not limited to, by charging different amounts for different device form factors.

Shipment and Return of the Appliance

Customer will be responsible for a one-time, per Appliance metered shipping fee for shipping costs and return logistics ("Logistics Fee"), in addition to any taxes, or applicable customs fees. The Logistics Fee includes shipping, setup, refurbishment, data destruction, and coverage for loss of the Appliance in transit. When returning an Appliance to Microsoft, Customer agrees to package and ship the Appliance in accordance with Microsoft's instructions, including the use of a carrier designated by Microsoft and the packaging materials provided by Microsoft. Customer is responsible to remove Customer's data from the Appliance prior to returning it to Microsoft, and follow any Microsoft issued processes for wiping or clearing the Appliance.

Disposition at End of Life

Notwithstanding the foregoing, if Microsoft in its sole discretion determines that the Appliance as part of the Service has reached or exceeded its useful lifespan while it is in the possession of Customer, then Microsoft has the right and ability to change the Appliance or any components thereof. Customer agrees to provide Microsoft with limited access to Customer Specified Location and the Appliance for this purpose. Microsoft will discuss logistics and timing of activities related to this change-out of the Appliance or Appliance components with Customer.

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Retention of Hardware Components Option

Microsoft may provide Customer with separate fee options to retain specified Appliance components (e.g., hard drives) for destruction by Customer or have Microsoft dispose of said components at the end of the Term or Appliance decommissioning.

Responsibilities if a Government Customer Moves the Appliance between Customer's Locations

If a government Customer is using an Appliance during the government Customer's use of the Service, the government Customer only may, at government Customer's sole risk and expense, transport the Appliance to government Customer's different locations to upload government Customer's data in accordance with Section "Use of the Appliance and Software" above. Subject to Section "Export Control Laws", government Customer is responsible for obtaining at government Customer's own risk and expense any export license, import license and other official authorization for the exportation and importation of the Appliance and associated Software and government Customer's data to any such different location of government Customers. Government Customer is also solely responsible for customs clearance at any such different location of government Customer's, and government Customer will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Government Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should government Customer decide to transport the Appliance beyond the country border in which Customer receives the Appliance. Notwithstanding the foregoing, if government Customer transports the Appliance to a different location as set forth in this Section, government Customer agrees to cause the Appliance to return to the country location where Customer received it initially, prior to returning the Appliance to Microsoft or a government Customer Specified Location. Government Customer acknowledge that there are inherent risks in shipping data on and in connection with the Appliance, and that Microsoft will have no liability to government Customer for any damage, theft, or loss occurring to an Appliance or any data stored on one, including without limitation in transit. It is Customer's responsibility to obtain the appropriate support agreement from Microsoft in order to meet government Customer's operating objectives for the Appliance; however, depending on the location to which government Customer intends to move the Appliance, Microsoft's ability to provide hardware servicing and support may be delayed, or may not be available.

Non-government Customers shall not transport an Azure Stack Hub Ruggedized device to a country different from the one to which it was delivered by Microsoft.

Fees

Microsoft will charge Customer specified fees in connection with Customer's use of the Appliance as part of the Service, with the current schedule of fees as provided by Microsoft. For clarity, Customer may use other Azure services in connection with Customer's use of the Service, and Microsoft deems such services as separate and additional services subject to separate subscription or metered fees and costs, as those additional services are installed on the Appliance. By way of example only, Azure Storage, Azure Compute, and Azure IoT Hub are separate Azure services, and if used (even in connection with its use of the Service), separate Azure metered services will apply.

Survival

Sections Azure Services Terms, Software, Survival, Disclaimer of Warranty, Privacy Terms and Export Control Laws will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE APPLIANCE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS IS PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Hardware Updates; Support

Hardware Updates

Microsoft is not required to provide Customer with any new Appliance releases, enhancements, or updates for the Appliance. If Microsoft opts to do so, such new releases, enhancements, or updates ("Hardware Updates") will be subject to the terms of these Additional Terms. Customer agrees to provide limited access to the Customer Specified Location for the purpose of applying new hardware components or the Appliance itself.

Support

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As part of the subscription to the Service, Microsoft will provide a baseline level of support for the Service and Appliance. Customer will also enroll in the Microsoft Premier Support plan.

Maintenance

Customer agrees that it will not allow anyone to access, repair, or otherwise maintain the Appliance at the Customer Specified Location other than Microsoft or its designees upon request, except for an emergency situation such as fire or imminent personal injury.

Privacy Terms

- **Privacy**. The Microsoft Privacy Statement (http://www.microsoft.com/privacystatement/OnlineServices/Default.aspx) applies to the Service and the Appliance under these Additional Terms.
- **Terms**. Customer agrees to comply with all data protection laws that apply to Customer's use of the Service, its handling of data with the Appliance or in Azure, or if government Customer moves the Appliance as described in the "Responsibilities if a Government Customer Moves an Appliance between Customer's Locations" section above.
- **Processing of Personal Data**. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at http://go.microsoft.com/?linkid=9840733.

Applicability of Service Level Agreement

Service level agreements that apply to specified Azure services listed in the Service Level Agreement for Microsoft Online Services do not apply to the Service or the Appliance, since Customer is running the Service and Appliance locally, where customer controls and has responsibility for the physical environment.

Professional Services

Customer's right to use Professional Services are subject to these Product Terms. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. In the event of a conflict between these Product Terms and any separate agreement, the most current terms or agreement governing the Professional Services will control. If Customer's volume licensing agreement is a Microsoft Business Agreement version dated prior to September 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, these Product Terms will apply to any Professional Services purchased and used by Customer.

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

Warranties; Obligations of the Parties

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft of such performance failure within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price Customer paid for them. The foregoing is Customer's sole remedy for breach of the Professional Services warranty. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided "AS-IS," WITHOUT ANY WARRANTY. Except for the limited warranty above, Microsoft provides no warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

Acceptable Use Policy

Customer must not (and is not licensed to) use the Services Deliverables:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others; or
- in any application or situation where use of the Services Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High Risk Use section below.

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High Risk Use

WARNING: Modern technologies may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Services Deliverables are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a Services Deliverable could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High Risk Use"). Accordingly, Customer must design and implement the Services Deliverables such that, in the event of any interruption, defect, error, or other failure of the Services Deliverables, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High Risk Use of the Services Deliverables is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with Customer's High Risk Use. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's separate agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party's intellectual property rights.**

Use, Ownership, and License Rights

In Process

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services or Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing.

Services Deliverables License

Upon payment in full for fee based Professional Services, otherwise upon delivery, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to and in accordance with these Product Terms, the terms and conditions in Customer's volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between these Product Terms and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

Retained Rights

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in these terms. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

License Restrictions

Customer must not (and is not licensed to) (1) reverse engineer, decompile, disassemble or work around any technical limitations in any Product, Fix, or Services Deliverable except to the extent that applicable law doesn't allow this restriction, (2) install or use non-Microsoft

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technology in a way that would subject Microsoft's intellectual property or technology to any other license terms, or (3) work around any technical limitations in a Product, Fix, or Services Deliverable or restrictions in Product Documentation. Except as expressly permitted in Customer's separate agreement and any agreed statement of services or separate license, or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately, or (2) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Feedback

"Feedback" means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft's or Customer's products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such Feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

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Use of Technical Information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's confidential information as part of such use.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of these Professional Services terms and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Availability

Described below are some of the Professional Services that are available for purchase through Microsoft Volume Licensing. Additional Professional Services may be available and will be described in Customer's Enterprise Services Work Order or other applicable Statement of Services.

Microsoft Support Services

Microsoft Support Services are a set of comprehensive enterprise support services. Microsoft Unified or Premier Support, including Enhanced Services and Solutions, are available for purchase through Microsoft Volume Licensing.

Microsoft Unified Support

Unified Support services are sold in packages and described in the applicable services description document.

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- Unified Advanced and Performance support services are delivered as described in the Support & Consulting Services Description ("SCSD") located at https://www.microsoft.com/en-us/microsoftservices/support-consulting-services-description.
- Unified Enterprise support services are delivered as described in the Unified Enterprise Support Services Description ("USSD") located at https://www.microsoft.com/unified-support-services-description.

Microsoft Premier Support

Premier Support services are sold in packages as described in the Enterprise Services Description of Services ("Description of Services"), located at https://www.microsoft.com/en-us/microsoftservices/description-of-services.

Microsoft Enhanced Services and Solutions for Premier and Unified Support

In addition to the services provided as part of the Unified Support packages and Premier packages, the following optional Enhanced Services and Solutions may be purchased. Enhanced Services and Solutions are available for an additional fee.

- Designated Support Engineering ("DSE"): DSE services are delivered as described in the applicable services description (SCSD or USSD).
- Rapid Response services are delivered as described in the applicable services description (SCSD or USSD).
- For Unified Support only - Microsoft Azure Event Management ("AEM") services are delivered as described in the USSD.
- For Unified Support only - Office 365 Engineering Direct services are delivered as described in the USSD.
- Developer Support services are delivered as described in the applicable services description (SCSD or USSD).
- For Unified Support only - Support for Mission Critical services are delivered as described in the USSD.

Microsoft Support Services Business Rules

Reference the applicable services description (SCSD or USSD) for applicable rules and limitations for the support services being purchased, in addition to the following:

- Support Services are provided in the country in which the VL agreement is signed.
- Contact Microsoft for the purchase of any additional Unified or Premier Support services that are not available for purchase through Microsoft Volume Licensing.

In Process

Microsoft Digital Advisory Services Offerings

The Digital Advisory Service offerings are only available for US Federal customers. The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Volume Licensing Agreement:

Area	Digital Advisory Connect	Digital Advisory Foundation	Digital Advisory Portfolio
SKU Product Family	9TH-xxxx	BA3-xxxx	9RO-xxxx
Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)	Specific services provided may change over time.		
Digital Advisory Network	Specific services provided may change over time.		
Digital Advisory Services Library	Specific services provided may change over time.		
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

Digital Advisory Service Modules

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

Services Out of Scope

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The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Onsite visits of Microsoft resources must be mutually agreed, and Customer is responsible for reasonable travel and living expenses, as determined by the Digital Advisor.

Software Assurance Benefits

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

In Process

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), within 90 days from the date of purchase as described in the table below. Under Open Value, this option applies only to non-Organization–wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 or 2019 from an OEM may acquire SA for Microsoft Office Standard in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Customers who acquire SQL Server 2017 from an OEM prior to March 31, 2020 may acquire Software Assurance for SQL Server within 90 days of the OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

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SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

In Process

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 License 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 entry referencing this section.

"Migration License," as used here, refers to rights granted in the Product Entry referencing this section.

Unless stated otherwise in the Product Entry:

- 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.
- If 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, 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).
- Customer may not transfer Migration Licenses separately from Qualifying Licenses.

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- 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 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.

Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office for the web, Office Online Server	X		
Enterprise Source Licensing Program		X	
Enterprise Sideloading		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Workplace Discount Program	X		
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers - Disaster Recovery Rights			X
License Mobility			X
Servers - Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

In Process

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the License Terms for that version.

Office for the web services and Office Online Server

Users of a device licensed with the qualifying applications may access Office for the web services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office for the web services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard	Office for the web Office Online Server
Office Professional Plus	
Office for Mac Standard	

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office for the web services.

Planning Services

Planning Services have been retired from SA benefits on February 1st, 2021.

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Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Training Vouchers have been retired from SA benefits on February 1st, 2021.

Microsoft Workplace Discount Program

The Microsoft Workplace Discount Program provides Customer's employees the right to acquire Microsoft products or services made available through the Microsoft Workplace Discount Program website(s). Customer's employees may choose to purchase from either the Online Services or Software option.

Online Services

The threshold requirement for participation in the Microsoft Workplace Discount Program, for purchase of Online Services, is waived for Customers with SAM coverage for the Application pool. Customer's employees may acquire a single subscription of either Microsoft 365 Family or Microsoft 365 Personal through the Workplace Discount Program website.

Microsoft 365 Family or Microsoft 365 Personal subscriptions acquired through the Microsoft Workplace Discount Program website may currently be renewed at the then current Microsoft Workplace Discount Program price regardless of employment or Customer's SAM coverage status.

Software

Customer's employees, who are users of the licensed qualifying desktop applications identified in the table below may acquire a single License for the corresponding Workplace Discount Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

In Process

Workplace Discount Program Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding qualifying desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the qualifying desktop application, or upon the employee's installation and use of any prior or later version of that qualifying desktop application pursuant to a Workplace Discount Program license.

Qualifying Desktop Application	Corresponding Workplace Discount Program License
Visio Standard 2016/2019/2021	Visio Professional 2021 HUP
Visio Professional 2016/2019/2021	
Project Standard 2016/2019/2021	Project Professional 2021 HUP
Project Professional 2016/2019/2021	

The terms of use for products and services acquired through the Workplace Discount Program software are between Microsoft and Customer's employee and are accessed through the Microsoft Workplace Discount Program website(s).

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Microsoft may terminate a customer's participation in the Microsoft Workplace Discount Program, immediately and without notice, in connection with unauthorized access to or licensing through the Microsoft Workplace Discount Program website in connection with that customer's program code.

For more information on the Microsoft Workplace Discount Program, refer to http://www.microsoft.com/licensing or https://aka.ms/workplacediscountprogram.

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Licensing Brief: Microsoft Step-Up Licenses (https://aka.ms/licensingbrief-stepups).

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Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Sales On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Customer Service On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Operations Activity On-premises CAL
Microsoft Dynamics 365 Operations Activity On-premises CAL	Microsoft Dynamics 365 Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Server Standard Core	SQL Server Enterprise Core
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional Subscription	Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription	Visual Studio Enterprise Subscription
Windows Server Standard	Windows Server Datacenter

In Process

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance. Any dedicated Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the Outsourcing Software Management clause.

Permitted Use of Backup Instances

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

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

Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup Instances run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in "Permitted Use of Backup Instances" above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

Requirements for Disaster Recovery Use

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

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.
- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup instance and manage the OSEs in which that software runs.
- Customer's right to run the backup Instances ends when Customer's Software Assurance coverage ends.

Additional Permitted Use of Windows Server

Other than backup instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:

- The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
- The disaster recovery Server may be used only to:
    - run hardware virtualization software,
    - such as Hyper-V, provide hardware virtualization services,
    - run software agents to manage the hardware virtualization software,
    - serve as a destination for replication, receive replicated Virtual OSEs, test failover, await failover of the Virtual OSEs, and
    - run disaster recovery workloads as described above.
- The disaster recovery Server may not be used as a production Server.

License Mobility

License Mobility Across Server Farms

In Process

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;
- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility verification form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

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Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. License Mobility through SA rights also apply to Listed Providers' Servers that are dedicated to Customer's use, subject to these same terms and conditions. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2022 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2022 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

In Process

For SQL Server Instances run under License Mobility through SA rights, Customer may run passive fail-over Instances in one OSE on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of licenses required to run the corresponding production Instances on the same partner's shared servers.

Servers - Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft Licenses and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access Licenses used to make the Unified Solution available to External Users.

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

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

Any Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the Outsourcing Software Management clause. Customer may also use License Mobility in conjunction with Self Hosted Applications.

Customer's software must:

- add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
- be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;

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- be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
- be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the License Terms for those products. Customer may not transfer Licenses acquired under its volume licensing agreement except as permitted in that agreement.

Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for Licenses with SA coverage and equivalent Subscription Licenses.

License Requirements

ESU Coverage is required for each core or server License assigned to the Licensed Server, subject to the same license minimums. ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to Servers with active ESU coverage.

Coverage Eligibility

For any given Server, Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining at the beginning of the actual coverage period for each year of ESU coverage purchased (i.e., during year one, year two or year three).

Use of Updated Software

In Process

Except as follows, server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

1. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
2. Customer may apply updates provided under their ESU coverage to software Customer licenses and uses solely for development, test and related purposes under corresponding Developer edition licenses or Visual Studio subscriptions.
3. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack.

Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running on Authorized Services Providers' servers under License Included offerings. "Authorized Services Providers" means services providers listed at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx. "License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not bringing its own licenses (e.g., BYOL). Customer must acquire ESU licenses for all of the Virtual Cores in a Virtual OSE subject to a minimum of 16 for Windows Server and four for SQL Server.

Azure Stack Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Window 7 workloads running on Azure Stack. The requirements to purchase ESU coverage and to access updated server workloads only under CALs with SA coverage are waived solely with respect to SQL Server, Windows Server, and Windows 7 Instances Customer is running on Azure Stack.

Notices

Bing Maps

The Online Service or its included 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. Customer's use of Bing Maps is governed by the Bing Maps

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End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at http://go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Notice about Communication Services

Certain Online Services provide services for voice and text communications ("Communication Services"). These Communication Services are provided by Microsoft through the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Communication Services may include applicable taxes and fees. Communication Services terms may vary from country to country. All included taxes, fees and terms for Communication Services are disclosed in the terms of use available on the Volume Licensing site at https://aka.ms/CommunicationServicesTerms. If an Online Service enables you to access voice and text communication features provided by third parties those services are provided under separate terms directly between you and the third party. Microsoft is not the provider of, and does not manage billing or support for, any such third-party communication services.

Notice about H.264/AVC Video Standard, VC-1 Video Standard and MPEG-4 Visual Standard

This software may include H.264/AVC, VC-1, and MPEG-4 Visual technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1 AND THE MPEG-4 VISIAL 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 AND MPEG-4 VISUAL 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. REFER TO www.mpegla.com.

In Process

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

NVIDIA Components

The software may include components of NVIDIA Corporation's CUDA Toolkit, NVIDIA drivers, CUDA Deep Neural Network Library (cuDNN), NVIDIA Collective Communications Library (NCCL), and NVIDIA TensorRT ("NVIDIA Components"). Customer agrees that its use NVIDIA Components in the software is governed by the following NVIDIA license terms, as applicable: for NVIDIA CUDA Toolkit, https://docs.nvidia.com/cuda/eula/index.html; for NVIDIA drivers, https://www.nvidia.com/content/DriverDownload-March2009/licence.php?lang=us; for cuDNN it is http://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html; for NCCL it is http://docs.nvidia.com/deeplearning/sdk/nccl-sla/index.html; and for TensorRT it is https://docs.nvidia.com/deeplearning/sdk/tensorrt-sla/index.html. As stated in their respective license terms, Customer acknowledges that certain NVIDIA Components as delivered are not tested or certified by NVIDIA for use in connection with the design, construction, maintenance, and/or operation of Critical Applications, that is systems where the use or failure of such system could result in a situation that threatens the safety of human life or results in catastrophic damages. Neither Microsoft nor NVIDIA shall be liable to Customer or any third party, in whole or in part, for any claims or damages arising from Critical Applications uses. Customer agrees to indemnify NVIDIA against all claims, damages, and costs arising from Critical Application uses as stated in the applicable NVIDIA terms. Customer is solely responsible for ensuring that any product or service developed with the NVIDIA Components as a whole includes sufficient features to comply with all applicable legal and regulatory standards and requirements.

Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. The tables below detail the applicable online service Suite SL that fulfills the SL requirements for each individual online service. For Education and Government offers, see the Public Sector tables below.

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Enterprise Mobility + Security

	Subscription License Suites - Enterprise Mobility + Security	
Online Service	**E3**	**E5**
Microsoft Intune	X	X
Azure Info Protection Premium Plan 1	X	
Azure Info Protection Premium Plan 2		X
Azure Active Directory Premium Plan 1	X	
Azure Active Directory Premium Plan 2		X
Microsoft Defender for Identity		X
Microsoft Defender for Cloud Apps		X

Microsoft 365 Enterprise

	Subscription License Suites - Microsoft 365 Enterprise							
Online Service	**F1**	**F3**	**F5 Security Add-on**	**F5 Compliance Add-on**	**E3**	**E5**	**E5 Security**	**E5 Compliance**
Exchange Online K1		X						
Exchange Online Plan 2					X	X		
Exchange Online Archiving				X	X	X		
SharePoint Online K1	X	X						
SharePoint Online Plan 2					X	X		
Skype for Business Online Plan 2					X	X		
OneDrive for Business Plan 2					X	X		
Microsoft Teams Phone Standard						X		
Audio Conferencing						X		
Microsoft 365 Apps for enterprise					X	X		
Office 365 Data Loss Prevention				X	X	X		
Microsoft Defender for Endpoint Plan 1					X			
Microsoft Defender for Endpoint Plan 2			X			X	X	
Microsoft Defender for Office 365 Plan 1			X			X	X	
Microsoft Defender for Office 365 Plan 2			X			X	X	
Microsoft Power BI Pro						X		
Microsoft Intune	X	X			X	X		
Azure Info Protection Premium Plan 1	X	X			X			
Azure Info Protection Premium Plan 2				X		X		X
Azure Active Directory Premium Plan 1	X	X			X			
Azure Active Directory Premium Plan 2			X			X	X	
Microsoft Defender for Identity			X			X	X	
Microsoft Defender for Cloud Apps			X	X		X	X	X
Microsoft Advanced Threat Analytics	X	X			X	X		
Microsoft Stream	X[7,8]	X[7,8]			X	X		

[7] *Cannot upload or modify videos.*

In Process

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[8] *Cannot create live events.*

Microsoft 365 Business

	Subscription License Suites - Microsoft 365 Business		
Online Service	**Microsoft 365 Business Basic**	**Microsoft 365 Business Standard**	**Microsoft 365 Business Premium**
Exchange Online Plan 1	X	X	X
Exchange Online Plan 2			
SharePoint Online Plan 1	X	X	X
SharePoint Online Plan 2			
Skype for Business Online Plan 2	X	X	X
OneDrive for Business Plan 1	X	X	X
OneDrive for Business Plan 2			
Microsoft Teams Phone Standard			
Audio Conferencing			
Microsoft 365 Apps for business		X	X
Microsoft 365 Apps for enterprise			
Office 365 Data Loss Prevention			X
Microsoft Defender for Office 365 Plan 1			X
Microsoft Defender for Office 365 Plan 2			
Microsoft Power BI Pro			
Microsoft Intune			X
Azure Info Protection Premium Plan 1			X
Azure Active Directory Premium Plan 1			X
Azure Active Directory Premium Plan 2			
Microsoft Defender for Identity			
Microsoft Defender for Cloud Apps			
Microsoft Defender for Business			X
Microsoft Stream	X[8]	X[8]	X[8]

In Process

[8]*Cannot create live events.*

Office 365 Enterprise

	Subscription License Suites - Office 365 Enterprise [1, 3]			
Online Service	**F3**	**E1**	**E3**	**E5**
Exchange Online K1	X			
Exchange Online Plan 1		X		
Exchange Online Plan 2			X	X
SharePoint Online K1	X			
SharePoint Online Plan 1		X		
SharePoint Online Plan 2			X	X
Skype for Business Online Plan 2		X	X	X
OneDrive for Business Plan 1		X		
OneDrive for Business Plan 2			X	X
Microsoft Teams Phone Standard				X
Audio Conferencing				X
Microsoft 365 Apps for enterprise			X	X
Office 365 Data Loss Prevention			X	X
Microsoft Defender for Office 365 Plan 1				X
Microsoft Defender for Office 365 Plan 2				X

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	Subscription License Suites - Office 365 Enterprise [1, 3]			
Online Service	**F3**	**E1**	**E3**	**E5**
Microsoft Power BI Pro				X
Microsoft Stream	X[7,8]	X	X	X

[1] Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

[3] Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5 is dependent on regional availability.

[7]Cannot upload or modify videos.

[8]Cannot create live events.

Public Sector

Microsoft 365 Education

	Subscription License Suites - Microsoft 365 Education				
Online Service	**A1 (Device license)**	**A3[5]**	**A5**	**A5 Security**	**A5 Compliance**
Exchange Online Plan 2		X	X		
SharePoint Online Plan 2		X	X		
Skype for Business Online Plan 2		X	X		
OneDrive for Business Plan 2		X	X		
Microsoft Teams Phone Standard			X		
Audio Conferencing			X		
Microsoft 365 Apps for enterprise		X	X		
Office 365 Data Loss Prevention		X	X		
Microsoft Defender for Endpoint Plan 1		X			
Microsoft Defender for Endpoint Plan 2			X	X	
Microsoft Defender for Office 365 Plan 1			X	X	
Microsoft Defender for Office 365 Plan 2			X	X	
Microsoft Power BI Pro			X		
Microsoft Intune for Education	X	X	X		
Azure Info Protection Premium Plan 1		X			
Azure Info Protection Premium Plan 2			X		X
Azure Active Directory Premium Basic	X				
Azure Active Directory Premium Plan 1		X			
Azure Active Directory Premium Plan 2			X	X	
Microsoft Defender for Identity			X	X	
Microsoft Defender for Cloud Apps			X	X	X
Microsoft Advanced Threat Analytics		X	X		
Microsoft Stream		X	X		
Minecraft: Education Edition		X	X		

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[5] Microsoft/Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

Office 365 Education

	Subscription License Suites - Office 365 Education[3]		
Online Service	**A1**	**A3**	**A5**
Exchange Online Plan 1	X		
Exchange Online Plan 2		X	X
SharePoint Online Plan 1	X		
SharePoint Online Plan 2		X	X
Skype for Business Online Plan 2	X	X	X

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	Subscription License Suites - Office 365 Education[3]		
Online Service	**A1**	**A3**	**A5**
OneDrive for Business Plan 1	X		
OneDrive for Business Plan 2		X	X
Microsoft Teams Phone Standard			X
Audio Conferencing			X
Microsoft 365 Apps for enterprise		X	X
Office 365 Data Loss Prevention		X	X
Microsoft Defender for Office 365 P2			X
Microsoft Power BI Pro			X
Microsoft Defender for Office 365 P1			X
Microsoft Stream			X
Exchange Online Plan 1			X
Exchange Online Plan 2			X

[3] Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

Office 365 Government

	Subscription License Suites - Office 365 Government[1,3]				
Online Service	**F3**	**E1**	**E3**	**E4**	**E5**
Exchange Online K1	X				
Exchange Online Plan 1		X			
Exchange Online Plan 2			X	X	X
SharePoint Online K1	X				
SharePoint Online Plan 1		X			
SharePoint Online Plan 2			X	X	X
Skype for Business Online Plan 2		X	X	X	X
OneDrive for Business Plan 1		X			
OneDrive for Business Plan 2			X	X	X
Microsoft Teams Phone Standard					X
Audio Conferencing					X
Microsoft 365 Apps for enterprise			X	X	X
Office 365 Data Loss Prevention			X		X
Microsoft Defender for Office 365 P2					X
Microsoft Power BI Pro					X
Microsoft Defender for Office 365 P1					X
Microsoft Stream					X

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[1] Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

[3] Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

CAL and ML Equivalency Licenses

Rights to access server software running on Customer's Licensed Servers or to Manage OSEs are available under CAL suites and Online Services SLs. The tables below show the applicable CAL suite or SL that satisfies the License requirement for access to (or management of) the respective Server Product's base or additive functions. CAL suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the Server Product.

Core CAL

	Core CAL				
Servers	**Suite**	**Bridge O365**	**BridgeIntune**	**Bridge O365+Intune**	**Bridge EMS**
Exchange Server 2019 Standard					
Base	X		X		X

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	Core CAL				
Servers	**Suite**	**Bridge O365**	**BridgeIntune**	**Bridge O365+Intune**	**Bridge EMS**
Exchange Server 2019 Enterprise					
Base	X		X		X
SharePoint Server Subscription Edition					
Base	X		X		X
Skype for Business Server 2019					
Base	X		X		X
Windows Server 2022 Standard					
Base	X	X	X	X	
Windows Server 2022 Datacenter					
Base	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					
Management	X	X			

Enterprise CAL

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

	Enterprise CAL				
Servers	**Suite**	**Bridge O365**	**BridgeIntune**	**Bridge O365+Intune EMS**	**Bridge EMS**
Exchange Server 2019 Standard					
Base	X		X		X
Additive	X		X		X
Exchange Server 2019 Enterprise					
Base	X		X		X
Additive	X		X		X
SharePoint Server Subscription Edition					
Base	X		X		X
Additive	X		X		X
Microsoft Audit and Control Management Server 2013					
Base	X		X		X
Skype for Business Server 2019					
Base	X		X		X
Additive	X		X		X
Windows Server 2022 Standard					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows Server 2022 Datacenter					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Advanced Threat Analytics 2016					

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	Enterprise CAL				
Servers	**Suite**	**Bridge O365**	**BridgeIntune**	**Bridge O365+Intune EMS**	**Bridge EMS**
Management	X	X		X	
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					
Management	X	X			

Enterprise Mobility + Security

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

	Enterprise Mobility + Security	
Servers	**E3**	**E5**
Windows Server 2022 Standard		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows Server 2022 Datacenter		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows MultiPoint Server 2016 Premium (Academic only)		
Base	X	X
Additive (RMS)	X	X
Advanced Threat Analytics 2016		
Management	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)		
Management	X	X
System Center Endpoint Protection 1606		
Management	X	X
System Center Service Manager		
Management	X	X

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Office 365 Enterprise

Note: *Office 365 Nonprofit E1 does not satisfy the License requirement for access to (or management of) the Products in this table.*

	Office 365 Enterprise		
Servers	**E1**	**E3**	**E5**
Exchange Server 2019 Standard			
Base	X	X	X
Additive		X	X
Exchange Server 2019 Enterprise			
Base	X	X	X
Additive		X	X
SharePoint Server Subscription Edition			
Base	X	X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			

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	Office 365 Enterprise		
Servers	**E1**	**E3**	**E5**
Base		X	X
Skype for Business Server 2019			
Base	X	X	X
Additive (Enterprise)	X	X	X
Additive (Plus)			X

Microsoft 365

	Microsoft 365		
Servers	**F1/F3**	**E3**	**E5**
Exchange Server 2019 Standard			
Base		X	X
Additive		X	X
Exchange Server 2019 Enterprise			
Base		X	X
Additive		X	X
SharePoint Server Subscription Edition			
Base		X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			
Base		X	X
Skype for Business Server 2019			
Base		X	X
Additive (Enterprise)		X	X
Additive (Plus)			X
Windows Server 2022 Standard			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Windows Server 2022 Datacenter			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Advanced Threat Analytics 2016			
Management	X	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)			
Management	X	X	X
System Center Endpoint Protection 1606			
Management	X	X	X
System Center Service Manager			
Management	X	X	X

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Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Definition of Management for Qualified Devices

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If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Promotions

Windows 7 ESU Promotion for Windows E5, M365 E5, and M365 E5 Security Users

Users licensed with Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs through an Enterprise Agreement or Enterprise Agreement Subscription as of January 14, 2020 ("Qualified Users") may use up to five simultaneous devices to run a local OSE covered by Windows 7 ESU for 2020 or access virtual OSEs covered by Windows 7 ESU for 2020 without the need for a Windows 7 ESU license. Customer may acquire Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for Microsoft 365 licenses for such devices without the need to acquire the 2020 ESU license if the devices were used solely by Qualified Users for the duration of the ESU 2020 coverage period. These devices must be assigned ESU licenses for all respective years if used by any users not currently licensed with Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs.

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Free Audio Conferencing for EA/EAS/EES Customers

Customers may acquire free Audio Conferencing licenses until the end of their enrollment, up to three years. Offer valid from August 1, 2020, until May 31, 2022, available only for net new Audio Conferencing seats (defined as seats incremental to any existing seats as of August 1, 2020) for EA, EAS, or EES (A3 Only) customers with paid subscriptions that include Teams. Excludes users accessing Teams via a trial offer. Not available to customers and users based in India and to customers in China. Requires at least 20% Teams meetings adoption within the first six months of acquiring promotional licenses to maintain free Audio Conferencing. Teams meeting adoption is calculated as Monthly Active Users divided by Total Paid Teams Licenses. Standard limitations (Audio Conferencing: https://docs.microsoft.com/en-us/microsoftteams/audio-conferencing-in-office-365) and Trial Terms (Trial Agreement: https://legal.office.com/en-us/docid20) apply. Please contact your Microsoft account representative for more details.

Azure Virtual Desktop Per User Access Pricing Promotion

Customers may acquire a promotional license to access and use Azure Virtual Desktop per user access licenses for a promotional monthly access cost of $0 for their use between July 14 to December 31, 2021. This Azure Virtual Desktop per user access Pricing Promotion is available only to a customer's use of Azure Virtual Desktop per user access licenses to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. This discount does not apply to any costs arising from a customer's general Azure consumption, including from their use of Azure Virtual Desktop per user access licenses. This offer excludes use of Azure Virtual Desktop per user access for a customer's internal purposes. Customers will be charged for their access to Azure Virtual Desktop per user access starting January 1, 2022, at then-current rates.

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Appendix A
Scope of Services

Microsoft Documents:

A5. Product and Services Data Protection Addendum

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Volume Licensing

Microsoft Products and Services Data Protection Addendum

Last updated January 1, 2023

Published in English on January 1, 2023. Translations will be published by Microsoft when available. These commitments are binding on Microsoft as of January 1, 2023.

Microsoft

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Introduction

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

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

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

Applicable DPA Terms and Updates

Limits on Updates

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

New Features, Supplements, or Related Software

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

Government Regulation and Requirements

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

Electronic Notices

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

Prior Versions

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

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Definitions

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

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

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

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

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

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

"GDPR Terms" means the terms in Attachment 1, under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the GDPR.

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

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

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

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

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

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

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

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

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

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General Terms

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its providing the Products and Services, including security breach notification law and Data Protection Requirements. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer's data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

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

Data Protection Terms

This section of the DPA includes the following subsections:

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

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Scope

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

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

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

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

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

Nature of Data Processing; Ownership

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

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Processing to Provide Customer the Products and Services

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

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

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

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

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

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

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

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

Customer authorizes Microsoft:

(i.) to create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers); and

(ii.) to calculate statistics related to Customer Data or Professional Services Data

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

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Those purposes are:

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

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

Disclosure of Processed Data

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

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

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

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

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

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

Processing of Personal Data; GDPR

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

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

Processor and Controller Roles and Responsibilities

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

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

Processing Details

The parties acknowledge and agree that:

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

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Data Subject Rights; Assistance with Requests

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

Records of Processing Activities

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

Data Security

Security Practices and Policies

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

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

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

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

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

Data Encryption

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

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

Data Access

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

Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

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Auditing Compliance

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

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

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

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

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

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Security Incident Notification

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

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

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

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

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

Data Transfers and Location

Data Transfers

Customer Data, Professional Services Data, and Personal Data that Microsoft processes on Customer's behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section. Taking into account such safeguards, Customer appoints Microsoft to transfer Customer Data, Professional Services Data, and Personal Data to the United States or any other country in which Microsoft or its Subprocessors operate and to store and process Customer Data, and Personal Data to provide the Products, except as described elsewhere in the DPA Terms.

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

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail, although Microsoft does not rely on the EU-U.S. Privacy Shield Framework as a legal basis for transfers of Personal Data in light of the judgment of the Court of Justice of the EU in Case C-311/18. Microsoft agrees to notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Location of Customer Data

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

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

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

Data Retention and Deletion

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

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data stored in Online Services within an additional 90 days, unless authorized under this DPA to retain such data.

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

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

Processor Confidentiality Commitment

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

Notice and Controls on use of Subprocessors

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

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

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

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

Educational Institutions

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

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

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CJIS Customer Agreement

Microsoft provides certain government cloud services (“Covered Services”) in accordance with the FBI Criminal Justice Information Services ("CJIS") Security Policy (“CJIS Policy”). The CJIS Policy governs the use and transmission of criminal justice information. All Microsoft CJIS Covered Services shall be governed by the terms and conditions in the CJIS Customer Agreement located here: http://aka.ms/CJISCustomerAgreement.

HIPAA Business Associate

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

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

Telecommunication Data

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

California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Customer Data, Professional Services Data, and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in the DPA Terms and as permitted under the CCPA, including under any “sale” exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA Terms, Product Terms, or other agreement between Microsoft and Customer.

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Biometric Data

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

Supplemental Professional Services

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

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

How to Contact Microsoft

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

Microsoft Enterprise Service Privacy
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

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

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

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Appendix A – Security Measures

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

Domain	Practices
Organization of Information Security	**Security Ownership**. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. **Security Roles and Responsibilities**. Microsoft personnel with access to Customer Data or Professional Services Data are subject to confidentiality obligations. **Risk Management Program**. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service and before processing Professional Service Data or launching the Professional Services. Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory**. Microsoft maintains an inventory of all media on which Customer Data or Professional Services Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access. **Asset Handling** - Microsoft classifies Customer Data and Professional Services Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and Professional Services Data and has procedures for disposing of printed materials that contain such data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data or Professional Services Data on portable devices, remotely accessing such data, or processing such data outside Microsoft's facilities.
Human Resources Security	**Security Training**. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities**. Microsoft limits access to facilities where information systems that process Customer Data or Professional Services Data are located to identified authorized individuals. **Physical Access to Components**. Microsoft maintains records of the incoming and outgoing media containing Customer Data or Professional Services Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of such data they contain. **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. **Component Disposal**. Microsoft uses industry standard processes to delete Customer Data and Professional Services Data when it is no longer needed.
Communications and Operations Management	**Operational Policy**. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data or Professional Services Data. **Data Recovery Procedures** - On an ongoing basis, but in no case less frequently than once a week (unless no updates have occurred during that period), Microsoft maintains multiple copies of Customer Data and Professional Services Data from which such data can be recovered. - Microsoft stores copies of Customer Data and Professional Services Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data and Professional Services Data are located. - Microsoft has specific procedures in place governing access to copies of Customer Data and Professional Services Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Professional Services and for Azure Government Services, which are reviewed every twelve months.

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Domain	Practices
	- 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. **Malicious Software**. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data and Professional Services Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Microsoft encrypts, or enables Customer to encrypt, Customer Data and Professional Services Data that is transmitted over public networks. - Microsoft restricts access to Customer Data and Professional Services Data in media leaving its facilities. **Event Logging**. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data or Professional Services Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy**. Microsoft maintains a record of security privileges of individuals having access to Customer Data or Professional Services Data. **Access Authorization** - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data or Professional Services Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data or Professional Services Data, the individuals have separate identifiers/log-ins. **Least Privilege** - Technical support personnel are only permitted to have access to Customer Data and Professional Services Data when needed. - Microsoft restricts access to Customer Data and Professional Services Data to only those individuals who require such access to perform their job function. **Integrity and Confidentiality** - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design**. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data or Professional Services Data they are not authorized to access.

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Domain	Practices
Information Security Incident Management	**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. - For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without undue delay and, in any event, within 72 hours. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data and Professional Services Data, including what data has been disclosed, to whom, and at what time. **Service Monitoring**. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data or Professional Services Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data and Professional Services Data in its original or last-replicated state from before the time it was lost or destroyed.

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Appendix B – Data Subjects and Categories of Personal Data

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

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

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

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

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

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Appendix C – Additional Safeguards Addendum

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Attachment 1 – European Union General Data Protection Regulation Terms

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

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

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

1. Microsoft supports Customer's accountability obligations via this DPA and the product documentation provided to Customer, and will continue to do so during the term of the term of Customer's subscription or the applicable Professional Services engagement pursuant to subsection 3(h) below. (Article 5(2))

2. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))

3. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter "Union") or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer's licensing agreement, including these GDPR Terms. In particular, Microsoft shall:

(a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the GDPR;

(d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;

(e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;

(g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

(h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

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

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

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

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

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

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

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

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Appendix A
Scope of Services

Microsoft Documents:

A6. Online Services – Service Level Agreement

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Volume Licensing

Service Level Agreement for Microsoft Online Services March 3, 2023

Microsoft

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Introduction

About this Document

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

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

Prior Versions of this Document

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

Clarifications and Summary of Changes to this Document

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

Additions/Updates	Deletions
Azure Active Directory	Multi-Factor Authentication Service
Log Analytics	

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Azure Active Directory: Consolidated Azure Active Directory Basic and Premium into a single entry.
Log Analytics: Added Log Analytics SLA as it was unintentionally removed due to a publishing error.
Multi-Factor Authentication Service: Removed Multi-Factor Authentication Service as it was unintentionally added due to a publishing error.

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General Terms

Definitions

"**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.

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

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

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

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

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

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

"**Service Credit**" is the percentage of the Applicable 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.

"**Service Resource**" means an individual resource available for use within a Service.

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

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

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

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Claims

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

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the 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 determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

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

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.
Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected

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Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month.
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.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

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

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

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

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Service Specific Terms

Microsoft Dynamics 365

Dynamics 365 Business Central

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Dynamics 365 Commerce

In Process

Additional Definitions:
"**Active Tenant**" means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.
"**Partner Application Service**" means a partner application built on top of and combined with the Platform that (A) is used for processing your organization's actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.
"**Maximum Available Minutes**" means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.
"**Platform**" means the Service's client forms, SQL server reports, batched operations, and API endpoints, or the Service's retail APIs that are used for commerce or retail purposes only.
"**Scale Unit**" means the increments by which compute and storage resources are added to or removed from a Partner Application Service.
"**Service Infrastructure**" means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

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

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Monthly Uptime Percentage	Service Credit
< 95%	100%

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Dynamics 365 Customer Insights

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU}\ xx\ 100$$

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.

Service Credit:

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

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

In Process

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU}\ xx\ 100$$

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.

Service Credit:

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

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Dynamics 365 Fraud Protection

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

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

$$\frac{\#MM\text{[illegible]}UUUU\ MMMM\ DD\text{[illegible]}h\ -\ \#MM\text{[illegible]}UUUU\ DDDDDD\ UUUUUUssMMssUU\ MMUU\ MMMMuussuuMMuuuuuuuuuUU}{\#MM\text{[illegible]}UUUU\ MMMM\ DD\text{[illegible]}h}\ xx\ 100$$

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

Service Credit:

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

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Dynamics 365 Guides

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

* Downtime does not include Scheduled Downtime.

Service Credit:

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

In Process

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Dynamics 365 Human Resources

Additional Definitions:
"**Active Tenant**" means a tenant with an active high availability production topology in the Management Portal that has an active database that users can log into.

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Dynamics 365 Intelligent Order Management

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} xx\ 100$$

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.

Service Credit:

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

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Dynamics 365 Remote Assist

Additional Definitions:
Downtime: Any period of time when end users are unable to conduct instant messaging conversations, or initiate or participate in calls.*
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} xx\ 100$$

In Process

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.
**Instant messaging conversations available only in some platforms*

Service Credit:

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

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Dynamics 365 Sales Enterprise; Dynamics 365 Sales Professional

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} xx\ 100$$

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.

Service Credit:

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

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

Additional Definitions:

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

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

"**Maximum Available Minutes**" means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

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

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

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

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

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

In Process

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.

Service Credit:

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

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Office 365 Services

Duet Enterprise Online

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

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

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

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Exchange Online

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

In Process

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

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Exchange Online Archiving

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

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

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Exchange Online Protection

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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.

Service Credit:

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

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

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

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Microsoft MyAnalytics

In Process

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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.

Service Credit:

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

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Microsoft Stream

Downtime: Any period of time when users are unable to upload, playback, delete video or edit video metadata when they have appropriate permissions and content is valid excluding unsupported scenarios[1].

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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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.

Service Level Commitment:

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

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Stream.

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

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Microsoft Teams

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.[1]

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

[1]Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.

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Microsoft 365 Apps for business

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

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Microsoft 365 Apps for enterprise

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Office 365 Advanced Compliance

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

In Process

Service Credit:

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

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Office Online

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Office 365 Video

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Level Commitment:

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

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OneDrive for Business

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

In Process

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.

Service Credit:

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

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Project

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

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

$$\frac{UUUUUUUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

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SharePoint Online

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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.

Service Credit:

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

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Skype for Business Online

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.[1]

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

In Process

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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.

Service Credit:

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

[1]Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

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Microsoft Teams – Calling Plans, Phone System and Audio Conferencing

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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. Credit will be paid only against the actual service(s) that are impacted.

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

Service Credit:

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

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Microsoft Teams – Voice Quality

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).
Additional Definitions:
"**Eligible Call**" is a Microsoft Teams placed call (within a subscription) that meets both conditions below:

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

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

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

$$\frac{TTDDMMuuuu\ \ CCuuuuuuUU \ - \ DDDDDDUU\ \ QQMMuuuuuMMMMQQ\ \ CCuuuuuuUU}{TTDDMMuuuu\ \ CCuuuuuuUU} \ xx\ 100$$

In Process

Service Credit:

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

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Workplace Analytics

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

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

$$\frac{UUUUUUUU\ \ MMMMMMMMMMUUUU \ - \ DDDDDDMMMMMMDDUU}{UUUUUUUU\ \ MMMMMMMMMMUUUU} \ xx\ 100$$

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.

Service Credit:

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

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Yammer Enterprise

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

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Microsoft Azure Services and Plans

Azure Active Directory (Azure AD)

Azure Active Directory Basic and Azure Active Directory Premium

Additional Definitions:
Downtime: Any period of time when users are unable to log in to the Azure Active Directory service, or Azure Active Directory fails to successfully emit the authentication and authorization tokens required for users to log into applications connected to the service.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

In Process

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{ xx } 100$$

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.

Service Credit:

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

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Azure Active Directory B2C

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes for which an Azure AD B2C directory has been deployed during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Azure AD B2C directories in a given Microsoft Azure subscription during a billing month.
Downtime: is the total accumulated minutes across all Azure AD B2C directories deployed by Customer in a given Microsoft Azure subscription during which the Azure AD B2C service is unavailable. A minute is considered unavailable if all attempts to process user sign-up and sign-in fail to return tokens or valid Error Codes, or do not return responses within two minutes..
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{MMuuuxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{MMuuuxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU}\ xx\ 100$$

Service Credit:

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

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Azure Active Directory Domain Services

Additional Definitions:
"**Managed Domain**" refers to an Active Directory domain that is provisioned and managed by Azure Active Directory Domain Services.
"**Maximum Available Minutes**" is the total number of minutes that a given Managed Domain has been deployed by Customer in Microsoft Azure during a billing month in a given Microsoft Azure subscription.
"**Downtime**" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Levels and Service Credits are applicable to Customer's use of Azure Active Directory Domain Services:

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

In Process

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Analysis Services

Additional Definitions:
"**Server**" means any Azure Analysis Services server.
"**Maximum Available Minutes**" is the total number of minutes that a given Server has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.
"**Client Operations**" is the set of all documented operations supported by Azure Analysis Services.
Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Server is unavailable. A minute is considered unavailable for a given Server if more than 1% of all Client Operations completed during the minute return an Error Code.
Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Server is calculated using the following formula:

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

Service Credit:

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

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API Management Services

Additional Definitions:

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"**Deployment Minutes**" is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during a billing month.

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

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

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

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

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

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

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

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

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App Center

In Process

Additional Definitions:

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

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

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

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

"**Maximum Available Minutes**" is the total number of minutes for which Build Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

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

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

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

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Build Service. Free tier service is not covered by this SLA.

Service Credit:

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

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

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"**Maximum Available Minutes**" is the total number of minutes for which Test Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.
Downtime: The total number of minutes within Maximum Available Minutes during which the Test Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Test Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.
Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Test Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Test Service. Free tier service is not covered by this SLA.

Service Credit:

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

Monthly Uptime Calculation and Service Levels for Visual Studio App Center Push Notification Service
"**Maximum Available Minutes**" is the total number of minutes for which Push Notification Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.
Downtime: The total number of minutes within Maximum Available Minutes during which Push Notification Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to Push Notification Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.
Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Push Notification Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

In Process

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

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Push Notification Service. Free tier service is not covered by this SLA.

Service Credit:

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

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App Configuration

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

Monthly Uptime Calculation and Service Levels for Azure App Configuration
"**Deployment Minutes**" is the total number of minutes that a given Configuration Store has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Configuration Stores deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total accumulated minutes within Maximum Available Minutes, during which the Configuration Store is unavailable. A minute is considered unavailable for a given Configuration Store when there is no connectivity throughout the minute between the Configuration Store and Microsoft's Internet gateway.
"**Monthly Uptime Percentage**" for Azure App Configuration is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of App Configuration. The Free tier of Azure App Configuration is not covered by this SLA.

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

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App Service

Additional Definitions:

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

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month

"**App**" is a Web App, Mobile App, API App, Logic App, deployed by Customer within the App Service, excluding apps in the Free and Shared tiers. The SLA is supported when running on a single instance and on multiple instances.

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

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

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

In Process

Service Credit:

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

Additional Terms: Service Credits are applicable only to fees attributable to your use of Web Apps, Mobile Apps, API Apps or Logic Apps and not to fees attributable to other types of apps available through the App Service, which are not covered by this SLA.

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Application Gateway

Additional Definitions:

"**Application Gateway Cloud Service**" refers to a collection of two or more medium or larger Application Gateway instances or deployments capable of supporting autoscale or zone redundancy, configured to perform HTTP load balancing services.

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which an Application Gateway Cloud Service has been deployed in a Microsoft Azure subscription.

Downtime: is the total accumulated Maximum Available Minutes during a billing month for a given Application Gateway Cloud Service during which the Application Gateway Cloud Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Application Gateway Cloud Service throughout the minute are unsuccessful.

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

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

Service Credit:

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

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Application Insights

Additional Definitions:
"**Application Insights Resource**" is the container in Application Insights that collects, processes and stores the data for a single instrumentation key.
"**Maximum Available Minutes**" is the total number of minutes that a given Application Insights Resource has been deployed by Customer within a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes that data within an Application Insights Resource are unavailable. A minute is considered unavailable for a given Application Insights Resource during which no HTTP operations resulted in a Success Code.
Monthly Query Availability Percentage: for a given Application Insights Resource is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.
The Monthly Query Availability Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Application Insights Service – Query Availability SLA:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Applied AI Services

Additional Definitions
"**Total Transaction Attempts**" is the total number of authenticated API requests by Customer during a billing month for a given Applied AI Services API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.
"**Failed Transactions**" is the set of all requests to the Applied AI Services API within Total Transaction Attempts that return an Error Code. Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

In Process

Monthly Uptime Calculation
"**Monthly Uptime Percentage**" for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given API subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Applied AI Services APIs:

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

Service Level Exceptions: No SLA is provided for the Free tier.

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Azure Arc

Additional Definitions
"**Maximum Available Minutes**" is the total accumulated minutes in a billing month during which at least one Kubernetes configuration Azure resource has been deployed on an Azure Arc enabled Kubernetes resource in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes in a billing month during which at least one Kubernetes configuration Azure resource has been deployed on an Azure Arc enabled Kubernetes resource, but the REST API operations for the Kubernetes configuration Azure resource are unavailable.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Kubernetes configuration Azure resource on top of Azure Arc enabled Kubernetes:

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

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Automation

Automation Service – Desired State Configuration (DSC)

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Automation account has been deployed in Microsoft Azure during a billing month.

"**DSC Agent Service**" is the component of the Automation Service responsible for receiving and responding to pull, registration, and reporting requests from DSC nodes.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Automation accounts deployed in a given Microsoft Azure subscription during a billing month

Downtime: The total accumulated Deployment Minutes, across all Automation accounts deployed in a given Microsoft Azure subscription, during which the DSC Agent Service is unavailable. A minute is considered unavailable for a given Automation account if all continuous pull, registration, and reporting requests from DSC nodes associated with the Automation account to the DSC Agent Service throughout the minute either result in an Error Code or do not return a Success Code within five minutes.

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

In Process

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

Service Credit:

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

Additional Terms: Service Credits are applicable only to fees attributable to your use of DSC functionality within the Automation Service. No SLA is provided for the Free tier of the Automation Service.

Automation Service – Process Automation

Additional Definitions:

"**Delayed Jobs**" is the total number of Jobs, for a given Microsoft Azure subscription, that fail to start within thirty (30) minutes of their Planned Start Times.

"**Job**" means the execution of a Runbook.

"**Planned Start Time**" is a time at which a Job is scheduled to begin executing.

"**Runbook**" means a set of actions specified by you to execute within Microsoft Azure.

"**Total Jobs**" is the total number of Jobs scheduled for execution during a given billing month, for a given Microsoft Azure subscription.

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

$$\frac{TTDDMMuuuu\ \ JJDDuuUU\ -\ DDUUuuuuQQUUee\ \ JJDDuuUU}{TTDDMMuuuu\ \ JJDDuuUU} xx\ 100$$

Service Credit:

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

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Additional Terms: Service Credits are applicable only to fees attributable to your use of Process Automation functionality within the Automation Service. No SLA is provided for the Free tier of the Automation Service.

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Azure Backup

Additional Definitions:
"**Backup**" or "**Back Up**" is the process of copying computer data from a registered server to a Backup Vault.

"**Backup Agent**" refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

"**Backup Vault**" refers to a container in which you may register one or more Protected Items for Backup.

"**Failure**" means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

"**Protected Item**" refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

"**Recovery**" or "**Restore**" is the process of restoring computer data from a Backup Vault to a registered server.

Monthly Uptime Calculation and Service Levels for Backup Service
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

In Process

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

Service Credit:

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

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Azure Bastion

Additional Definitions
Monthly Uptime Calculation
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which a given Azure Bastion has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Bastion is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Bastion within the minute are unsuccessful.
"**Monthly Uptime Percentage**" for a given Azure Bastion is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Bastion:

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

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Batch

Additional Definitions:
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"**Error Rate**" is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"**Excluded Requests**" are requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"**Failed Requests**" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

"**Total Requests**" is the total number of authenticated REST API requests, other than Excluded Requests, to perform operations against Batch accounts attempted within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: for the Batch Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The "Average Error Rate" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.
Monthly Uptime Percentage is represented by the following formula:

$$Monthly\ Uptime\ \% = 100\% - Average\ Error\ Rate$$

Service Credit:

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

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BizTalk Services

In Process

Additional Definitions:
"**BizTalk Service Environment**" refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

"**Deployment Minutes**" is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription during a billing month.

"**Monitoring Storage Account**" refers to the Azure Storage account used by the BizTalk Services to store monitoring information related to the execution of the BizTalk Services.

Downtime: The total accumulated Deployment Minutes, across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription, during which the BizTalk Service Environment is unavailable. A minute is considered unavailable for a given BizTalk Service Environment when there is no connectivity between your BizTalk Service Environment and Microsoft's Internet gateway.

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

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

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic, Standard, and Premium tiers of the BizTalk Services. The Developer tier of the Microsoft Azure BizTalk Services is not covered by this SLA.

Additional Terms: When submitting a claim, you must ensure that complete monitoring data is maintained within the Monitoring Storage Account and is made available to Microsoft.

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Azure Bot Service

Additional Definitions:
"**Azure Bot Service Premium Channel**" is a Bot Framework channel in the premium category.
"**Bot**" is the developer's Internet facing conversational application which is registered with and is configured to send and receive messages from the Azure Bot Service.
"**Bot Framework**" is a platform for building, connecting, testing, and deploying powerful and intelligent bots.
"**Client**" is the end user facing portion of a Bot.
"**Premium Channels API Endpoint**" is a Bot Framework REST API endpoint for Azure Bot Service Premium Channels

Monthly Uptime Calculation and Service Levels for Azure Bot Services Premium Channels:
"**Total API Requests**" is the total number of requests made by the Bot or the Client to the Premium Channel's API Endpoint in a Microsoft Azure subscription during a billing month.
"**Failed API Requests**" are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.
"**Monthly Uptime Percentage**" is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.

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

$$\frac{Total\ API\ Requests - Failed\ API\ Requests}{Total\ API\ Requests} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Bot Service Premium Channels.

Service Levels and Service Credits:

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

In Process

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Azure Cache for Redis

Additional Definitions:
"**Cache**" refers to a deployment of the Cache Service created by Customer, such that its Cache Endpoints are enumerated in the Cache tab in the Management Portal.
"**Cache Endpoints**" refers to endpoints through which a Cache may be accessed.
"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

Monthly Uptime Calculation and Service Levels for Cache Service
"**Deployment Minutes**" is the total number of minutes that a given Cache has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Caches deployed by Customer in a given Microsoft Azure subscription during a billing month.
Downtime: The total accumulated Deployment Minutes, across all Caches deployed by Customer in a given Microsoft Azure subscription, during which the Cache is unavailable. A minute is considered unavailable for a given Cache when there is no connectivity throughout the minute between one or more Cache Endpoints associated with the Cache and Microsoft's Internet gateway.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Levels and Service Credits applicable to Customer's use of the Cache Service vary based on the Cache Service's deployment conditions and tier. Unless otherwise provided for above, the Service Levels and Service Credits are applicable to Customer's use of the Cache Service, which includes the Azure Managed Cache Service or the Standard, Premium, Enterprise, and Enterprise Flash tiers of the Azure Cache for Redis Service. The Basic tier of the Azure Cache for Redis Cache is not covered by this SLA.

Service Credit:

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

For any Enterprise or Enterprise Flash tier Cache deployed to three or more Availability Zones in the same Azure region, the following Service Levels and Service Credits are applicable to Customer's use of the Cache Service:

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

For any Enterprise and Enterprise Flash tier Cache deployed (1) to at least three Azure regions and three or more Availability Zones in each of those regions and (2) with active geo-replication enabled for all Cache instances when the active geo-replication feature is enabled and generally available (i.e., not in preview), the following Service Levels and Service Credits are applicable to Customer's use of the Cache Service:

Monthly Uptime Percentage	Service Credit
< 99.999%	10%
< 99%	25%

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Cloud Services

Additional Definitions:
"**Cloud Services**" refers to a set of compute resources utilized for Web and Worker Roles.
"**Role Instance Connectivity**" is bi-directional network traffic between the role instance and other IP addresses using TCP or UDP network protocols in which the role instance is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the virtual machine, IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.
"**Tenant**" represents one or more roles each consisting of one or more role instances that are deployed in a single package.
"**Update Domain**" refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.
"**Web Role**" is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.
"**Worker Role**" is a Cloud Services component run in the Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

In Process

Monthly Uptime Calculation and Service Levels for Cloud Services
"**Maximum Available 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 Available Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.
Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Role Instance Connectivity.
Monthly Uptime Percentage: Monthly Uptime Percentage is represented by the following formula:

$$\text{MMDDMMMhwwQQ UUUUMMMMDDUU \%} = \frac{(\text{Maximum Available Minutes-Downtime})}{\text{Maximum Available Minutes}} XX\ 100$$

Service Credit:

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

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Azure Cognitive Search

Additional Definitions:
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.
"**Error Rate**" is the total number of Failed Requests divided by Total Requests, across all Search Service Instances in a given Azure subscription, during a given one-hour interval. If the Total Requests in a one-hour interval is zero, the Error Rate for that interval is 0%.

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"**Excluded Requests**" are all requests that are throttled due to exhaustion of resources allocated for a Search Service Instance, as indicated by an HTTP 503 status code and a response header indicating the request was throttled.

"**Failed Requests**" is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.

"**Replica**" is a copy of a search index within a Search Service Instance.

"**Search Service Instance**" is an Azure Search service instance containing one or more search indexes.

"**Total Requests**" is the set of (i) all requests to update a Search Service Instance having three or more Replicas, plus (ii) all requests to query a Search Service Instance having two or more Replicas, other than Excluded Requests, within a one-hour interval within a given Azure subscription during a billing month.

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

$$100\% - AAssUUUUuuAAUU\ \ EEUUUUDDUU\ \ RRuuMMUU$$

Service Credit:

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

Service Level Exceptions: The Free Search tier is not covered by this SLA.

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Azure Cognitive Services

Additional Definitions:

"**Total Transaction Attempts**" is the total number of authenticated API requests by Customer during a billing month for a given Cognitive Service API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Failed Transactions**" is the set of all requests to the Cognitive Service API within Total Transaction Attempts that return an Error Code . Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Monthly Uptime Percentage**" for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given API subscription.

Monthly Uptime Percentage is represented by the following formula:

$$MMDDMMMMhuuQQ\ \ UUUUMMMMDDUU\ \ \% = \frac{(TTDDMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU)}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDMMUUUU} xx\ 100$$

Service Credit

The following Service Levels and Service Credits are applicable to Cognitive Services APIs:

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

Service Level Exceptions: No SLA is provided for the Free tier.

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Azure Communication Gateway

Additional Definitions

"Assigned Telephone Number" is a telephone number that meets all the following criteria:

- It has been provisioned within the Operator Connect or Teams Phone Mobile environments.
- The telephone number is configured for connectivity through the Azure Communications Gateway.
- The telephone number's status is "assigned" in the Operator Connect or Teams Phone Mobile environments. This includes (but is not limited to) assignment to users, conferencing bridges, voice Applications and third-party applications.

"Downtime" is any period of time in a billing month for a given Microsoft Azure Subscription when Assigned Telephone Numbers are unable to initiate or receive voice calls through the Azure Communications Gateway.

"Downtime Number Minutes" is the sum of all Downtime, multiplied by the number of Assigned Telephone Numbers unable to initiate or receive calls through the Azure Communications Gateway for the given Downtime.

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"Maximum Available Number Minutes" is the total number of minutes in a billing month that the Azure Communications Gateway has been successfully deployed (i.e. provisioning status is marked as complete) multiplied by the maximum number of assigned Telephone Numbers at any time within that billing month.
"Monthly Uptime Percentage" The Monthly Uptime Percentage is calculated using the following formula:

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

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Communications Gateway:

Monthly Uptime Percentage	Service Credit
< 99.99%	25%
< 98%	50%
<95	100%

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Azure Communication Services

Additional Definitions
"**Downtime**" Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.
"**User Minutes**" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Audio and Video Calling SLA
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

In Process

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

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.

Service Credit:

Monthly Good Call Rate	Service Credit
< 99.9%	10%
< 99%	25%

Non-Calling Services
All other services will base the SLA calculation on the uptime of the service gateway. This will apply to each of the following individual offerings within Azure Communication Services:

- Chat
- SMS
- Resource Provider
- Authentication (UTM)

Definitions:
"**Uptime**" is calculated with the following formula:

$$\frac{Total\ \ Requests\text{-}Unavailable\ \ Requests}{Total\ Requests} xx\ 100$$

where Unavailable Requests are requests that result in 5xx errors.

Service Credit:

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

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Additional Terms: Service credit will be applied to the individual service that was unavailable. For example, if Customer is using SMS and Chat services, and the SMS service does not meet SLA, Customer would receive a credit for the SMS usage, not the chat usage.

The available minutes are based only on services that are in the control of Azure Communication Services; this excludes third party services such as telecommunications providers and carriers.

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Azure Confidential Ledger

Monthly Uptime Calculation and Service Levels for Azure Confidential Ledger

"**Deployment Minutes**" is the total number of minutes that a given managed confidential ledger has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all managed confidential ledgers deployed by Customer in a given Microsoft Azure subscription during a billing month.

"**Excluded Transactions**" are transactions for creating, updating, or deleting managed confidential ledgers.

"**Downtime**" is the total accumulated minutes, across all managed confidential ledgers deployed by Customer in a given Microsoft Azure subscription, during which the managed confidential ledgers were unavailable. A minute is considered unavailable for a given confidential ledger if all continuous attempts to perform transactions, other than Excluded Transactions, on the confidential ledger throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

"**Monthly Uptime Percentage**" for the Azure Confidential Ledger service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Confidential Ledger:

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

In Process

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Azure Container Apps

Additional Definitions

"**App**" is a microservice or application deployed by a customer of the Azure Container Apps service.

"**Deployment Minutes**" means the total number of minutes that an App is expected to be active for a billing month. The time that an App is expected to be active for a billing month is based on scale rules set by a customer.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given App deployed by Customer in a given Microsoft Azure subscription during a billing month.

Monthly Uptime Calculation and Service Levels for Azure Container Apps

"**Downtime**" is the total accumulated minutes, across all Apps deployed by a Customer in a given Microsoft Azure subscription, during which one or more of the Apps is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft's Internet gateway.

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

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

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Container Apps service:

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

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Azure Container Instances

Additional Definitions:
"**Connectivity**" is bi-directional network traffic between the Container Group and other IP addresses using TCP or UDP network protocols in which the Container Group is configured for allowed traffic.
"**Container Group**" is a collection of co-located containers that shares the same lifecycle and networking resources.

Monthly Uptime Calculation and Service Levels for Container Group:
"**Maximum Available Minutes**" is the total number of minutes that a given Container Group has been deployed by Customer in a Microsoft Azure subscription during a billing month. Maximum Available Minutes is measured from Customer action that results in starting a given Container Group to the time Customer action that results in stopping or deleting a given Container Group.
"**Downtime**" is the total number of minutes within Maximum Available Minutes that have no Connectivity.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credit are applicable to Customer's use of Container Group.

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

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Azure Container Registry

Additional Definitions:
"**Managed Registry**" is any instance of Basic, Standard or Premium Container Registry.
"**Registry Endpoint**" is the host name from which a given Managed Registry is accessed by clients to perform Container Registry related operations.
"**Registry Transactions**" is the set of transaction requests sent from the client to the Registry Endpoint.

In Process

Monthly Uptime Calculation and Service Levels for Managed Container Registry
"**Maximum Available Minutes**" is the total number of minutes that a given Managed Container Registry has been deployed by Customer in a Microsoft subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which Managed Registry is unavailable. A minute is considered unavailable if all continuous attempts to send Registry Transactions receive an Error Code or do not respond within the Maximum Processing Time outlined in the table below.

Transaction Types	Maximum Processing Time
List (Repository, Manifests, Tags)	8 Minutes
Others	1 Minute

"**Monthly Uptime Percentage**" for Managed Container Registry is calculated using the following formula:

$$\frac{(MMuuxxIDDWIDD\ \ AAssuuMMuuuuuuuuuUU\ \ MMMMMMMMMMUUUU\ -\ DDDDDDWWWWIDDWU)}{MMuuxxMMDDMMDD\ \ AAssuuMMuuuuuuuuuUU\ \ MMMMMMMMMMUUUU} \times 100$$

Service Credit:

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

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Content Delivery Network (CDN)

Monthly Uptime Calculation and Service Levels for CDN Service
Microsoft will review data from any commercially reasonable independent measurement system used by Customer.

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Customer must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:

1. A test file will be placed on Customter's origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. The test file will meet the following criteria:
   i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
   ii. The test object will be a file at least 50KB in size and no larger than 1MB.
   iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

"Monthly Uptime Percentage" is the percentage of HTTP transactions in which the CDN responds to client requests and delivers the requested content without error. Monthly Uptime Percentage of the CDN Service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

The following Service Levels and Service Credits are applicable to Customer's use of the CDN Service

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	25%

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Azure Cosmos DB

SLA details enumerated for Azure Cosmos DB service include the following database APIs with distinct definitions and details for API for PostgreSQL from the remaining database APIs:

- Azure Cosmos DB for PostgreSQL
- Azure Cosmos DB for NoSQL
- Azure Cosmos DB for MongoDB
- Azure Cosmos DB for Apache Cassandra
- Azure Cosmos DB for Apache Gremlin
- Azure Cosmos DB for Table

In Process

Microsoft Azure Cosmos DB for PostgreSQL
"Server" is any given Azure Cosmos DB for PostgreSQL server.
"High Availability Cluster" means a set of High Availability Nodes.
"High Availability Node" means a Node within a cluster, with high availability enabled.
"Coordinator Node" is a Node that is assigned the role of Cluster Coordinator.
"Worker Node" is a Node that is assigned the role of Worker.
"Node" or **"Nodes"** is an Azure Cosmos DB for PostgreSQL Coordinator or Worker node.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Cosmos DB for PostgreSQL – High Availability Node
"Maximum Available Minutes" is the total number of minutes for a given High Availability Node deployed by Customer in a Microsoft Azure subscription during a billing month.
"Downtime" is the total number of minutes within Maximum Available Minutes during which a Node is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Node returned an Error Code or did not respond within the minute. A minute is also considered unavailable for a Worker Node if its Coordinator Node was unavailable within the minute.
"Monthly Uptime Percentage" for the Azure Cosmos DB for PostgreSQL High Availability Node is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.
The Monthly Uptime Percentage is calculated using the following formula:

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

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The following Service Levels and Service Credit are applicable to Customer's use of the Microsoft Azure Cosmos DB for PostgreSQL High Availability Node.

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

Microsoft Azure Cosmos DB for NoSQL, Microsoft Azure Cosmos DB for MongoDB, Microsoft Azure Cosmos DB for Apache Cassandra, Microsoft Azure Cosmos DB for Apache Gremlin, Microsoft Azure Cosmos DB for Table

Additional Definitions:

"**Container**" is a container of data items, and a unit of scale for transactions and queries.

"**Consumed RUs**" is the sum of the Request Units consumed by all the requests which are processed by the Azure Cosmos DB Container in a given second.

"**Database Account**" is the top-level resource of the Azure Cosmos DB resource model. A Azure Cosmos DB Database Account contains one or more databases.

"**Failed Requests**" are requests within Total Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

"**Failed Read Requests**" are requests within Total Read Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

Operation	Maximum Upper Bound on Processing Latency
Resource Operations	5 Seconds
Media Operations	60 Seconds

"**Provisioned RUs**" is the total provisioned Request Units for a given Azure Cosmos DB Container for a given second.

"Provisioned Throughput Resources" are Azure Cosmos DB Containers configured in provisioned throughput mode where the number of Provisioned RUs is billed.

"**Rate Limited Requests**" are requests that return a 429 status code from the Azure Cosmos DB Container, indicating that Consumed RUs have exceeded the Provisioned RUs for a partition in the Container for a given second.

"**Request Unit (RU)**" is a measure of throughput in Azure Cosmos DB.

"**Resource**" is a set of URI addressable entities associated with a Database Account.

"Serverless Resources" are Azure Cosmos DB Containers configured in serverless mode where the number of Consumed RUs is billed.

"**Successful Requests**" are Total Requests minus Failed Requests.

"**Total Read Requests**" is the set of all the read requests, including Rate Limited Requests and all the Failed Read Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

"**Total Requests**" is the set of all requests, including Rate Limited Requests and all Failed Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

Availability SLA

"**Read Error Rate**" is the total number of Failed Read Requests divided by Total Read Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Read Requests in a given one-hour interval is zero, the Read Error Rate for that interval is 0%.

"**Error Rate**" is the total number of Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"**Average Read Error Rate**" for a billing month is the sum of Read Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"Monthly Availability Percentage single region" for the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month.

The Monthly Availability Percentage is represented by the following formula:

$$100\% - Average\ Error\ Rate$$

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Service Credit for Provisioned Throughput Resources:

Monthly Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Service Credit for Serverless Resources:

Monthly Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

"Monthly Availability Percentage, single-region with availability zones (SR-AZ)" for the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with availability zones and any of the five Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month.
Monthly Availability Percentage is represented by the following formula:

100% - Average Error Rate

Service Credit for Provisioned Throughput Resources:

Monthly Availability Percentage (SR-AZ)	Service Credit
< 99.995%	10%
< 99%	25%

Service Credit for Serverless Resources:

Monthly Availability Percentage (SR-AZ)	Service Credit
< 99.95%	10%
< 99%	25%

"Monthly Read Availability Percentage, multiple regions" for the Azure Cosmos DB Service deployed via Database Account configured to span two or more regions is calculated by subtracting from 100% the Average Read Error Rate for a given Microsoft Azure subscription in a billing month.
Monthly Read Availability Percentage is represented by the following formula:

100% - Average Read Error Rate

Service Credit for Provisioned Throughput Resources:

Monthly Read Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Service Credit for Serverless Resources:

Monthly Read Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

"Monthly Multiple Write Locations Availability Percentage" for the Azure Cosmos DB Service deployed via Database Accounts configured to span multiple Azure regions with multiple writable locations is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month.
Monthly Availability Percentage is represented by the following formula:

Monthly Uptime % = 100% - Average Error Rate

Service Credit for Provisioned Throughput Resources:

Monthly Multiple Write Locations Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

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Service Credit for Serverless Resources:

Monthly Multiple Write Locations Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Throughput SLA

"**Throughput Failed Requests**" are Rate-Limited Requests resulting in an Error Code, before Consumed RUs have exceeded the Provisioned RUs for a partition in the Container for a given second.
"**Error Rate**" is the total number of Throughput Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.
"**Monthly Throughput Percentage**" for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month.
Monthly Throughput Percentage is represented by the following formula:

100% - Average Error Rate

Service Credit for Provisioned Throughput Resources:

Monthly Throughput Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Consistency SLA

"**K**" is the number of versions of a given data item for which the reads lag behind the writes.
"**T**" is a given time interval.
"**Consistency Level**" is the setting for a particular read request that supports consistency guarantees. The following table captures the guarantees associated with the Consistency Levels. Note that Session, Bounded Staleness, Consistent Prefix and Eventual Consistency Levels are all referred to as "relaxed".

Consistency Level	Consistency Guarantees
Strong	Linearizability
Session	Read Your Own Write (within write region) Monotonic Read Consistent Prefix
Bounded Staleness	Read Your Own Write (within write region) Monotonic Read (within a region) Consistent Prefix Staleness Bound < K,T
Consistent Prefix	Consistent Prefix
Eventual	Eventual

"**Consistency Violation Rate**" is Successful Requests that could not be delivered when performing the consistency guarantees specified for the chosen Consistency Level divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Consistency Violation Rate for that interval is 0%.
"**Average Consistency Violation Rate**" for a billing month is the sum of Consistency Violation Rates for each hour in the billing month divided by the total number of hours in the billing month.
"**Monthly Consistency Attainment Percentage**" for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month.
Monthly Consistency Percentage: For the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month.
The Monthly Consistency Percentage is represented by the following formula:

100% - Average Consistency Violation Rate

Service Credit:

Consistency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Latency SLA

"**Application**" is a Azure Cosmos DB application deployed within a local Azure region with accelerated networking enabled and using the Azure Cosmos DB client SDK configured with TCP direct connectivity for a given Microsoft Azure subscription in a billing month.
"**N**" is the number of Successful Requests for a given Application performing either a data item read or data item write operations with a payload size less than or equal to 1 KB in a given hour.
"**S**" is the latency-sorted set of Successful Request response times in ascending order for a given Application performing data item read or data item write operations with a payload size less than or equal to 1 KB in a given hour.
"**Ordinal Rank**" is the 99th percentile using the nearest rank method represented by the following formula:

$$OOUUeeMMMMuuuu\ RRuuMMRR = \frac{99}{100} xx\ NN$$

"**P99 Latency**" is the value at the Ordinal Rank of S.
"**Excessive Latency Hours**" is the total number of one-hour intervals during which Successful Requests submitted by an Application resulted in a P99 Latency greater than or equal to 10ms for data item read or 10ms for data item write operations. If the number of Successful Requests in a given one-hour interval is zero, the Excessive Latency Hours for that interval is 0.
"**Average Excessive Latency Rate**" for a billing month is the sum of Excessive Latency Hours divided by the total number of hours in the billing month.
"**Monthly P99 Latency Attainment Percentage**" for a given Azure Cosmos DB Application deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed Consistency Levels is calculated by subtracting from 100% the Average Excessive Latency Rate for a given Microsoft Azure subscription in a billing month.
Monthly P99 Latency Attainment Percentage is represented by the following formula:

$$100\% - Average\ Excessive\ Latency\ Rate$$

Service Credit for Provisioned Throughput Resources:

Monthly P99 Latency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

In Process

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Data Catalog

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes for which a Data Catalog has been purchased during a billing month.
"**Entries**" means any catalog object registration in the Data Catalog (such as a table, view, measure, cluster or report).
"**Maximum Available Minutes**" is the sum of all Deployment Minutes for the Data Catalog associated with a given Microsoft Azure subscription during a billing month.
Downtime: is the total accumulated Deployment minutes, during which the Data Catalog is unavailable. A minute is considered unavailable for a given Data Catalog if all attempts by administrators to add or remove users to the Data Catalog or all attempts by users to execute API calls to the Data Catalog for registering, searching, or deleting Entries either result in an Error Code or do not return a response within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} xx\ 100$$

Service Credit:

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

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Azure Data Factory

Additional Definitions:

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"**Resources**" means integration runtimes (including Azure, SSIS and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within a Data Factory.
"**Activity Run**" means the execution or attempted execution of an activity

Monthly Uptime Calculation for Data Factory API Calls
Additional Definitions:
"**Total Requests**" is the set of all requests, other than Excluded Requests, to perform operations against Resources during a billing month for a given Microsoft Azure subscription.
"**Excluded Requests**" is the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.
"**Failed Requests**" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

"**Monthly Uptime Percentage**" for the API calls made to the Data Factory Services is calculated as Total Requests less Failed Requests divided by Total Requests in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Total Requests} - \text{Failed Requests})}{\text{Total Requests}}$$

The following Service Credits are applicable to Customer's use of API calls within the Data Factory Service

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

Monthly Uptime Calculation for Data Factory Activity Runs
Additional Definitions:
"**Total Activity Runs**" is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.
"**Delayed Activity Runs**" is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.

In Process

"**Monthly Uptime Percentage**" for the Data Factory Service is calculated as Total Activity Runs less Delayed Activity Runs divided by Total Activity Runs in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's Activity Runs within the Data Factory Service:

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

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Data Lake Analytics

Additional Definitions:
"**Total Operations**" is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Analytics accounts in a given Azure subscription during a billing month.
"**Failed Operations**" is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion and 25 seconds for all other operations with an additional 2 seconds per MB for operations with payload.
"**Error Rate**" is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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

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Data Lake Storage Gen1

Additional Definitions:
"**Total Operations**" is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Store accounts in a given Azure subscription during a billing month.
"**Failed Operations**" is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion, 2 seconds per file for operations on multiple files, 2 seconds per MB for data transfer operations, and 2 seconds for all other operations.
"**Error Rate**" is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.
"Monthly Uptime Percentage" is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month.
The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - Average\ Error\ Rate$$

Service Credit:

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

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In Process

Azure Database for MariaDB

Additional Definitions
"**Server**" is any given Azure Database for MariaDB server.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Database for MariaDB
"**Maximum Available Minutes**" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.
"**Monthly Uptime Percentage**" for the Azure Database for MariaDB is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.
Monthly Uptime Percentage is represented by the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} \ xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Microsoft Azure Database for MariaDB:

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

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Azure Database for MySQL

Microsoft Azure Database for MySQL – Single Server
Additional Definitions:

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"**Server**" is any given Azure Database for MySQL server – Single Server.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Database for MySQL – Single Server

"**Maximum Available Minutes**" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"**Downtime**" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

"Monthly Uptime Percentage" for the Azure Database for MySQL is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Single Server:

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

Microsoft Azure Database for MySQL – Flexible Server

Additional Definitions:

"**Server**" is any given Azure Database for MySQL server – Flexible server.

"High Availability" in the context of Flexible server means a set of High Availability servers (Primary and standby) deployed in zone redundancy or same-zone redundancy.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Database for MySQL – Flexible Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server were unsuccessful.

"Monthly Uptime Percentage" for the Azure Database for MySQL – Flexible Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server configured in zone-redundant High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.99% and greater than or equal to 99.00%	10%
Less than 99.00% and greater than or equal to 95.00%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server configured in same-zone High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.95% and greater than or equal to 99.00%	10%
< 99%	25%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server that is not configured High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.9% and greater than or equal to 99.00%	10%
< 99%	25%

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Azure Database for PostgreSQL

Azure Database for PostgreSQL - Single Server

Additional Definitions:

"Server" is any given Azure Database for PostgreSQL server - Single Server.

"High Availability Cluster" means a set of High Availability Nodes.

"High Availability Node" means a Node within a server group, with high availability enabled.

"Coordinator Node" is a Node that is assigned the role of Cluster Coordinator.

"Worker Node" is a Node that is assigned the role of Worker.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Database for PostgreSQL - Single Server

"**Maximum Available Minutes**" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"**Downtime**" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code or do not respond within a minute.

"Monthly Uptime Percentage" for the Azure Database for PostgreSQL is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Single Server:

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

In Process

Microsoft Azure Database for PostgreSQL – Flexible Server

Additional Definitions:

"Server" is any given Azure Database for PostgreSQL server Flexible server.

"High Availability" in the context of Flexible server means a set of High Availability servers (Primary and standby) deployed in a zone-redundant configuration or same-zone redundancy.

Monthly Uptime Calculation and Service Levels for Microsoft Azure Database for PostgreSQL– Flexible Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server were unsuccessful.

"Monthly Uptime Percentage" for the Azure Database for PostgreSQL – Flexible Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server configured in a zone-redundant High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.99% and greater than or equal to 99.00%	10%
Less than 99.00% and greater than or equal to 95.00%	25%
< 95.00%	100%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server configured in a same-zone High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.95% and greater than or equal to 99.00%	10%
< 99.00%	25%

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The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server that is not configured in High Availability mode:

Monthly Uptime Percentage	Service Credit
Less than 99.9% and greater than or equal to 99.00%	10%
< 99.00%	25%

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Azure Databricks

Additional Definitions
"**Azure Databricks Gateway**" is a set of compute resources that proxy UI and API requests between Customer and Azure Databricks.

Monthly Uptime Calculation and Service Levels for Azure Databricks
"**Maximum Available Minutes**" is the total number of minutes across all Azure Databricks workspaces deployed by Customer in a given Microsoft Azure subscription in a billing month.
"**Downtime**" is the total accumulated minutes of unavailability across all Azure Databricks workspaces deployed in a given Microsoft Azure subscription. A minute is considered unavailable for a given Azure Databricks workspace if all continual attempts within the minute to establish a connection to the Azure Databricks Gateway for the applicable workspace fail.
"**Monthly Uptime Percentage**" for the Azure Databricks Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credit are applicable to Customer's use of Azure Databricks

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

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Azure DDoS Protection

Additional Definitions:
"**Maximum Available Minutes**" is the total number of minutes DDoS Protection Service is enabled for a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes where protected Azure resources were not available. A minute is considered unavailable when DDoS Protection did not mitigate an attack which directly resulted in underlying Azure resources not meeting respective SLA.
"Monthly Uptime Percentage" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.
The Monthly Uptime Percentage is calculated using the following formula:

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

Service Levels and Service Credits are applicable to Customer's use of Azure DDoS Protection:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.95%	25%

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Azure Defender

Additional Definitions:
"**Protected Node**" is a Microsoft Azure resource, counted as a node for billing purposes that is configured for the Azure Defender.

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"**Security Monitoring**" is the assessment of a Protected Node resulting in potential findings such as security health status, recommendations, and security alerts, exposed in Azure Defender.

"**Maximum Available Minutes**" is the total number of minutes during a billing month that a given Protected Node has been deployed and configured for Security Monitoring.

"**Downtime**" is the total accumulated minutes during a billing month for which Security Monitoring information of a given Protected Node is unavailable. A minute is considered unavailable for a given Protected Node if all continuous attempts to retrieve Security Monitoring information throughout the minute result in either an Error Code or do not return a Success Code within two minutes.

"Monthly Uptime Percentage" for Azure Defender of a given Protected Node in a given billing month is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Node:

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

Service Level Exceptions: The Free Tier of the Azure Security Center is not covered by this SLA.

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Defender External Attack Surface Management

Additional Definitions

"**Maximum Available Minutes**" is the total number of minutes that a given Defender EASM resource has been deployed by Customer in a Microsoft Azure subscription during a billing month.

"**Downtime**" is the total number of minutes within Maximum Available Minutes that data in a Defender EASM resource are unavailable. A minute is considered unavailable for a given Defender EASM resource during which no HTTP operations resulted in a Success Code.

"**Monthly Query Availability Percentage**" for a given Defender EASM resource calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Monthly Query Availability Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Defender External Attack Surface Management

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Dev Ops

Additional Definitions:

"**Azure Pipelines**" is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

"**User-Based Extensions**" means the set of Azure DevOps Services extensions published by Microsoft which are sold on a per-user basis via the Azure DevOps Marketplace.

"**Azure DevOps Services Users**" refers to the set of features and capabilities available to a user within an Azure DevOps Services account in a Customer subscription. The features and capabilities available are described on the Azure DevOps website.

Monthly Uptime Calculation and Service Levels for Azure DevOps Services Users and User-Based Extensions

"**Deployment Minutes**" is the total number of minutes for which a User or User-Based Extension has been purchased during a billing month.

"**Maximum Available Minutes**" is the of all Deployment Minutes across all Users and User-Based Extensions for a given Microsoft Azure subscription during a billing month.

"**Downtime**" is the total Deployment Minutes, across all Users and User-Based Extensions for a given Microsoft Azure subscription, during which the Service is unavailable. A minute is considered unavailable for a given User or User-Based Extension if all continuous HTTP requests to perform

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operations, other than operations pertaining to the Azure Pipelines Service, throughout the minute either result in an Error Code or do not return a response.
Monthly Uptime Percentage: for Azure DevOps Services Users and User-Based Extensions is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

In the event Azure DevOps Services are unavailable, Service Credits are applicable to Azure DevOps Services Users and User-Based Extensions. The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service.

Service Credit:

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

Monthly Uptime Calculation and Service Levels for Azure Pipelines
"**Maximum Available Minutes**" is the total number of minutes for which the paid Azure Pipelines Service has been enabled for a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure Pipelines Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure Pipelines Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response.
"**Monthly Uptime Percentage**" for the Azure Pipelines Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

In Process

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service:

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

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Azure Digital Twins

Additional Definitions
"**Message**" refers to any event sent by a deployed Azure Digital Twins instance to an end point service like Event Hub, Event Grid and Service Bus.
"**API Operations**" refers to read, write, update, delete and other actions performed on models and digital twins, including queries.

Monthly Uptime Calculation and Service Levels
"**Deployment Minutes**" is the total number of minutes that a given Azure Digital Twins instance has been deployed in Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Azure Digital Twins instances deployed in a given Azure subscription during a billing month.
"**Downtime**" is the total accumulated Deployment Minutes, across all Azure Digital Twins deployed in a given Azure subscription, during which the Azure Digital Twins instance is unavailable. A minute is considered unavailable for a given Azure Digital Twins instance if all continuous attempts to send Messages or perform API Operations on the Azure Digital Twins instance throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Digital Twins:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

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Monthly Uptime Percentage	Service Credit
< 99%	25%

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Azure DNS

Additional Definitions:
"**DNS Zone**" refers to a deployment of the Azure DNS Service containing a DNS zone and record sets.
"**Deployment Minutes**" is the total number of minutes that a given DNS Zone has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all DNS Zones deployed in a given Microsoft Azure subscription during a billing month.
"**Valid DNS Request**" means a DNS request to an Azure DNS Service name server associated with a DNS Zone for a matching record set within the DNS Zone.
"**Downtime**" is the total accumulated Maximum Available Minutes during which the DNS Zone is unavailable. A minute is considered unavailable for a given DNS Zone if a DNS response is not received within two seconds to a valid DNS Request, provided that the valid DNS Request is made to all name servers associated with the DNS Zone and retries are continually attempted for at least 60 consecutive seconds.

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

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
<100	10%
< 99.99%	25%
< 99.5%	100%

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In Process

Event Grid

Additional Definitions:
"**Maximum Available Minutes**" is the total number of minutes that an Event Grid has been deployed by Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes across all Event Grids deployed by Customer in a given Microsoft Azure subscription during which Event Grid is unavailable. A minute is considered unavailable for a given Event Grid if all requests to publish a message either return an Error Code or do not result in a Success Code within one minute.
"**Monthly Uptime Percentage**": The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit:

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

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Event Hubs

Additional Definitions:
"**Message**" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Monthly Uptime Calculation and Service Levels for Event Hubs in the Basic and Standard tiers
"**Deployment Minutes**" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.

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"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.
Downtime: The total accumulated Deployment Minutes, across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Basic and Standard Event Hubs tiers:

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

Monthly Uptime Calculation and Service Levels for Event Hubs in the Premium and Dedicated tiers
"**Deployment Minutes**" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Premium or Dedicated Event Hubs tiers during a billing month.
"**Downtime**" is the total accumulated Deployment Minutes, across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Premium or Dedicated Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
"**Monthly Uptime Percentage**" for Event Hubs is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

In Process

The following Service Levels and Service Credits are applicable to Customer's use of the Premium or Dedicated tiers:

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

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Azure ExpressRoute

Additional Definitions:
"**Dedicated Circuit**" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute connectivity provider, where such connectivity does not traverse the public Internet.

"**Maximum Available Minutes**" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"**Virtual Network**" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"**VPN Gateway**" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.
"**Downtime**" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.
"**Monthly Uptime Percentage**" is calculated using the following formula:

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

Service Credit The following Service Levels and Service Credits are applicable to Customer's use of each Dedicated Circuit within the ExpressRoute Service.

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

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Azure Firewall

Additional Definitions:
"**Azure Firewall Service**" refers to a logical firewall instance deployed in a customer Virtual Network.

Monthly Uptime Calculation and Service Levels for the Azure Firewall Service deployed within a single Availability Zone
"**Maximum Available Minutes**" is the total accumulated minutes in a billing month during which the Azure Firewall Service has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes in a billing month for a given Azure Firewall Service during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Firewall Service, when deployed within a single Availability Zone:

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

Monthly Uptime Calculation and Service Levels for the Azure Firewall Service deployed within two or more Availability Zones
"Maximum Available Minutes" is the total accumulated minutes in a billing month during which the Azure Firewall Service has been deployed within two or more Availability Zones in the same region in a Microsoft subscription.
"Downtime" is the total accumulated Maximum Available Minutes in a billing month for a given Azure Firewall Service, deployed within two or more Availability Zones, during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.
"Monthly Uptime Percentage" for Azure Firewalls deployed within two or more Availability Zones is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Firewall Service, when deployed within two or more Availability Zones in the same region:

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

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Azure Fluid Relay

Additional Definitions
"**Maximum Available Minutes**" is the total accumulated minutes in a billing month during which at least one Azure Fluid Relay resource has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes in a billing month during which at least one Azure Fluid Relay resource has been deployed, but the service calls for the Azure Fluid Relay resource are unavailable.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

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The following Service Levels and Service Credits are applicable to Customer's use of Azure Fluid Relay resource:

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

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Azure Front Door and Azure Front Door (classic)

Monthly Uptime Calculation and Service Levels for Azure Front Door and Azure Front Door (classic)
Microsoft will review data from any commercially reasonable independent measurement system used by Customer.

Customer must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

1. Measurement System tests (frequency of at least one test per 5 minutes per agent) will be configured to perform one HTTP GET operation according to the model below:
2. A test file will be placed on Customer's backend (e.g., Azure Storage account).
3. The GET operation will retrieve the file through Azure Front Door and Azure Front Door (classic), by requesting the object from the appropriate Microsoft Azure domain name hostname.
4. The test file will meet the following criteria:
   - The test object will be a file at least 50KB in size.
   - Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

"**Monthly Uptime Percentage**" is the percentage of HTTP transactions in which Azure Front Door and Azure Front Door (classic) responds to client requests and delivers the requested content without error. Monthly Uptime Percentage of Azure Front Door and Azure Front Door (classic) is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

The following Service Levels and Service Credits are applicable to Customer's use of Azure Front Door and Azure Front Door (classic):

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

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Azure Functions

Additional Definitions
"**Function App**" is a collection of one or more functions deployed with an associated trigger.

Monthly Uptime Calculation and Service Levels for Function App on the Consumption Plan
"**Total Triggered Executions**" is the total number of all Function App executions triggered by Customer in a given Microsoft Azure subscription during a billing month.
"**Unavailable Executions**" is the total number of executions within Total Triggered Executions which failed to run. An execution failed to run when the given Function App history log did not capture any output five (5) minutes after the trigger is successfully fired.
"**Monthly Uptime Percentage**" for Function Apps on the Consumption plan is calculated as Total Triggered Executions less Unavailable Executions divided by Total Triggered Executions multiplied by 100.

$$\frac{TTDDMMuuuu\ \ TTUUMMAAAAUUUUUUee\ \ EExxUUssMMMMMMDDMMUU\ -\ UUMMuussuuMMuuuuuuuuuUU\ \ EExxUUssMMMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUMMAAAAUUUUUUee\ \ EExxUUssMMMMMMDDMMUU} \ xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Function App on the Consumption plan.

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

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Monthly Uptime Calculation and Service Levels for Function Apps on the Premium Plan or the Dedicated App Service Plan
"**Deployment Minutes**" is the total number of minutes that a given Function App is available to be triggered during a billing month. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of function executions that might be triggered during a given month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given Function App deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between plan on which the Function App is hosted (the Premium plan or the Dedicated App Service plan) and Microsoft's Internet gateway.
"**Monthly Uptime Percentage**" for Function Apps on the Premium plan or the Dedicated App Service plan is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

$$\frac{MMuuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit:

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

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HDInsight

Additional Definitions:
"**Cluster Internet Gateway**" means a set of virtual machines within an HDInsight Cluster that proxy all connectivity requests to the Cluster.
"**Deployment Minutes**" is the total number of minutes that a given HDInsight Cluster has been deployed in Microsoft Azure.
"**HDInsight Cluster**" or "**Cluster**" means a collection of virtual machines running a single instance of the HDInsight Service.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Clusters deployed by you in a given Microsoft Azure subscription during a billing month.
Downtime: The total accumulated Deployment Minutes when the HDInsight Service is unavailable. A minute is considered unavailable for a given Cluster if all continual attempts within the minute to establish a connection to the Cluster Internet Gateway fail.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Health Bot

Additional Definitions
"**Azure Health Bot Premium Channel**" is a Bot Framework channel in the premium category including Webchat and Direct Line.
"**Health Bot Customer Application**" is the customer's Internet facing , conversational Health Bot application which is registered with and is configured to send and receive messages from the Azure Health Bot Service.
"**Health Bot Client**" is the end user facing portion of a Health Bot Customer Application.
"**Azure Health Bot**" is a platform for building, connecting, testing, and deploying powerful and intelligent virtual assistants.
"**Azure Health Bot Channels API Endpoint**" is a REST API endpoint that the Health Bot Client uses for HTTP communication over Health Bot Channels.
"**Total API Requests**" is the total number of HTTP requests made by the Health Bot Customer Application or the Health Bot Client to the Azure Health Bot Channels API Endpoint in during a billing month.

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"**Failed API Requests**" are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.
"**Monthly Uptime Percentage**" is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Total\ API\ Requests - Failed\ API\ Requests}{Total\ API\ Requests} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Microsoft Health Bot Channels.

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

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Azure Information Protection

Downtime: Any period of time when end users cannot create or consume IRM documents and email.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \times 100$$

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.

Service Credit:

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

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Azure IoT Central

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given IoT Central application has been deployed in given Microsoft Azure Subscription during a billing month.
"**Device Identity Operations**" refers to create, read, update, and delete operations performed on the devices of an IoT Central application.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all IoT Central applications deployed in a given Microsoft Azure subscription during a billing month.
"**Message**" refers to any content sent by a deployed IoT Central application to a device registered to the IoT Central application or received by the IoT Central application from a registered device.
Downtime: The total accumulated Maximum Available Minutes during which IoT Central is unavailable. A minute is considered unavailable for a given IoT Central application if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT Central application throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Azure IoT Hub

Monthly Uptime Calculation and Service Levels for IoT Hub
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given IoT hub has been deployed in Microsoft Azure during a billing month.
"**Device Identity Operations**" refers to create, read, update, and delete operations performed on the device identity registry of an IoT hub.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all IoT hubs deployed in a given Microsoft Azure subscription during a billing month.
"**Message**" refers to any content sent by a deployed IoT hub to a device registered to the IoT hub or received by the IoT hub from a registered device, using any protocol supported by the Service.
Downtime: The total accumulated Deployment Minutes, across all IoT hubs deployed in a given Microsoft Azure subscription, during which the IoT hub is unavailable. A minute is considered unavailable for a given IoT hub if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of IoT Hub:

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

Service Level Exceptions: The Free Tier of the IoT Hub Service is not covered by this SLA.

Monthly Uptime Calculation and Service Levels for IoT Hub Device Provisioning Service
Additional Definitions:
"**Maximum Available Minutes**" is the total number of minutes for a given Device Provisioning Service deployed by the Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within the Maximum Available Minutes during which Device Provisioning Service is unavailable. A minute is considered unavailable for a given Device Provisioning Service if all continuous attempts to register a device or perform enrollment/registration record operations on the Device Provisioning Service throughout the minute either return an Error Code or do not result in a Success Code within two minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of IoT Hub Device Provisioning Service:

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

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Key Vault

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.
"**Excluded Transactions**" are transactions for creating, updating, or deleting key vaults, keys, or secrets.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.
Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Azure Key Vault Managed HSM

Monthly Uptime Calculation and Service Levels for Managed HSM

"**Deployment Minutes**" is the total number of minutes that a given managed HSM has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all managed HSMs deployed by Customer in a given Microsoft Azure subscription during a billing month.

"**Excluded Transactions**" are transactions for creating, updating, or deleting managed HSMs, keys, role assignments, role definitions, and downloading/uploading security domain.

"**Downtime**" is the total accumulated Deployment Minutes, across all managed HSMs deployed by Customer in a given Microsoft Azure subscription, during which the managed HSM is unavailable. A minute is considered unavailable for a given managed HSM if all continuous attempts to perform transactions, other than Excluded Transactions, on the managed HSM throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

"**Monthly Uptime Percentage**" for the Managed HSM Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Managed HSM Service:

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

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Azure Kubernetes Service (AKS)

Additional Definitions

"**Azure Kubernetes Service (AKS) Cluster**" A Kubernetes cluster is divided into two components:

- Control plane nodes provide the core Kubernetes services and orchestration of application workloads.
- Nodes run application workloads.

"**Kubernetes API Server**" When you create a Azure Kubernetes Service (AKS) Cluster, a control plane is automatically created and configured. The control plane includes the API Server that exposes the underlying Kubernetes API.

"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

Monthly Uptime Calculation and Service Levels for AKS Clusters that use Availability Zones

"**Maximum Available Minutes**" is the total accumulated minutes of an Availability Zone enabled AKS Cluster to the time Customer has initiated an action to stop or delete the AKS Cluster during a billing month.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes with no connectivity to Kubernetes API Server from provisioned Availability Zone enabled AKS Cluster in the region.

"**Monthly Uptime Percentage**" for Availability Zone enabled AKS Clusters is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of AKS Clusters that have Availability Zones enabled in the region:

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

Monthly Uptime Calculation and Service Levels for AKS Clusters that don't use Availability Zones
"**Maximum Available Minutes**" is the total accumulated minutes of a provisioned AKS Cluster to the time Customer has initiated an action to stop or delete the cluster during a billing month.
"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes where a provisioned AKS Cluster has no connectivity to Kubernetes API Server.
"**Monthly Uptime Percentage**" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of AKS Clusters that don't have Availability Zones enabled:

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

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Azure Lab Services

Additional Definitions:
"**Lab Virtual Machine(s)**" is defined as any virtual machine provisioned inside a lab in Azure Lab Services.
"**Lab Virtual Machine Connectivity**" is bi-directional network traffic between the Lab Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Lab Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses within the same virtual network as the Lab Virtual Machine or public, routable IP addresses.

Monthly Uptime Calculation and Service Levels for Azure Lab Services
"**Minutes in the Month**" is the total number of minutes in a given month.
"**Downtime**" is the total accumulated minutes that are part of Minutes in the Month that have no Lab Virtual Machine Connectivity.
"Monthly Uptime Percentage" is calculated by the percentage of Minutes in the Month in a billing month for a given Microsoft Azure subscription, in which any Lab Virtual Machine had Downtime.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Minutes\ in\ the\ Month\text{-}Downtime}{Minutes\ in\ the\ Month} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Lab Virtual Machines:

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

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Azure Load Balancer

Additional Definitions:
"**Load Balanced Endpoint**" is an IP address and associated IP transport port definition.
"**Healthy Virtual Machine**" is a Virtual Machine which returns a Success Code for the health probe sent by the Azure Standard Load Balancer. The Virtual Machine must have Network Security Group rules permitting communication with the load balanced port.
"**Connectivity**" is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.

Monthly Uptime Calculation and Service Levels for Azure Load Balancer

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"**Maximum Available Minutes**" is the total number of minutes that a given Azure Standard Load Balancer (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which the given Azure Standard Load Balancer is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the Load Balanced Endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.
"Monthly Uptime Percentage" for Azure Standard Load Balancer is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Load Balancer:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Service Level Exceptions: No SLA is provided for Basic Load Balancer.

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Azure Load Testing

Additional Definitions
"Deployment Minutes" is the total number of minutes that a given Azure Load Testing Service Resource has been deployed in Microsoft Azure during a billing month.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Azure Load Testing Service Resources deployed by Customer in a given Microsoft Azure subscription during a billing month.
"Downtime" is the sum of all Deployment Minutes, across all Azure Load Testing Service Resources deployed by Customer in a given Microsoft Azure subscription, during a billing month during which the Load Test Resource is unavailable. A minute is considered unavailable for a given Service if all continuous HTTP requests to perform operations throughout the minute either result in an Error Code or do not return a response in 5 minutes.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Load Testing:

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

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Log Analytics (Query Availability SLA)

Additional Definitions:
"Maximum Available Minutes" is the total number of minutes that a given Log Analytics Workspace has been deployed by Customer in a Microsoft Azure subscription during a billing month.
"Downtime" is the total number of minutes within Maximum Available Minutes that data in a Log Analytics Workspace are unavailable. A minute is considered unavailable for a given Log Analytics Workspace during which no HTTP operations resulted in a Success Code.
"Monthly Query Availability Percentage" for a given Log Analytics Workspace calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Monthly Query Availability Percentage: The Monthly Query Availability Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

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Service Credit:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Logic Apps

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Logic App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the Logic App was created or Customer initiated an action that would result in running the Logic App to the time Customer initiated an action that would result in stopping or deleting the Logic App.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Logic Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" The total accumulated Deployment Minutes, across all Logic Apps deployed by Customer in a given Microsoft Azure subscription, during which the Logic App is unavailable. A minute is considered unavailable for a given Logic App when there is no connectivity between the Logic App and Microsoft's Internet gateway.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit:

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

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Azure Machine Learning

Monthly Uptime Calculation and Service Levels for Machine Learning Real Time Scoring
"**Total Transaction Attempts**" is the total number of API requests by Customer during a billing month for a given Microsoft Azure subscription.
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that either return an Error Code or an HTTP 4xx status code or fail to return a Success Code within 600 seconds.
"**Monthly Uptime Percentage**" is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Realtime Scoring.

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

Monthly Uptime Calculation and Service Levels for Machine Learning compute management
"**Total Transaction Attempts**" is the total number of API requests by Customer during a billing month for a given Microsoft Azure subscription.
"**Failed Transactions**" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 30 seconds.
"**Monthly Uptime Percentage**" is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Management Plane Operations.

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

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Azure Machine Learning Studio (classic)

Monthly Uptime Calculation and Service Levels for Machine Learning Studio Request Response Service (RRS)
Additional Definitions:
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code.
"**Total Transaction Attempts**" is the total number of authenticated REST RRS API requests by Customer during a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{TTDDMMuuuu \;\; TTUUuuMMUUuussMMMMDDMM \;\; AAMMMMUUDDUUMMUU \;-\; DDuuMMuuUUee \;\; TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu \;\; TTUUuuMMUUuussMMMMDDMM \;\; AAMMMMUUDDUUMMUU} \; xx \; 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Studio RRS API Service:

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

Service Level Exceptions: The Free Azure Machine Learning Studio tier is not covered by this SLA.

Monthly Uptime Calculation and Service Levels for Machine Learning Studio Batch Execution Service (BES) and Management API Service
Additional Definitions:
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code.
"**Total Transaction Attempts**" is the total number of authenticated REST BES and Management API requests by Customer during a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{TTDDMMuuuu \;\; TTUUuuMMUUuussMMMMDDMM \;\; AAMMMMUUDDUUMMUU \;-\; DDuuMMuuUUee \;\; TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu \;\; TTUUuuMMUUuussMMMMDDMM \;\; AAMMMMUUDDUUMMUU} \; xx \; 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Studio BES and Management API Service:

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

Service Level Exceptions: The Free Azure Machine Learning Studio tier is not covered by this SLA.

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Azure Maps

Additional Definitions:
"**Total Transaction Attempts**" is the total number of authenticated API requests made by Customer for a given Azure Map API during a billing month in a given Microsoft Azure subscription. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 60 seconds after receipt by the Service.
"Monthly Uptime Percentage" for a given Azure Map API is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts multiplied by 100.
The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Maps API:

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

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Media Services

Additional Definitions:
"**Allocated Egress Bandwidth**" is the amount of bandwidth configured by Customer in the Management Portal for a Media Service. Allocated Egress Bandwidth may be labeled "Streaming Units" or a similar name in the Management Portal.
"**Channel**" means an end point within a Media Service that is configured to receive media data.
"**Encoding**" means the processing of media files per subscription as configured in the Media Services Tasks.
"**Indexer Task**" means a Media Services Task that is configured to extract the speech content from an MP3 input file with a minimum five-minute duration.
"**Media Reserved Unit**" means reserved units purchased by the customer in an Azure Media Services account.
"**Media Service**" means an Azure Media Services account, created in the Management Portal, associated with Customer's Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.
"**Media Service Request**" means a request issued to Customer's Media Service.
"**Media Services Task**" means an individual operation of media processing work as configured by Customer. Media processing operations involve encoding and converting media files.
"**Streaming Unit**" means a unit of reserved egress capacity purchased by Customer for a Media Service.
"**Valid Key Requests**" are all requests made to the Content Protection Service for existing content keys in a Customer's Media Service.
"**Valid Media Services Requests**" are all qualifying Media Service Requests for existing media content in a customer's Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid Media Services Requests do not include Media Service Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Monthly Uptime Calculation and Service Levels for Encoding Service
"**Total Transaction Attempts**" is the total number of authenticated REST API requests with respect to a Media Service made by Customer during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from Microsoft's receipt of the request.
"Monthly Uptime Percentage" for the Azure Media Services Encoding Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUhuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU} \text{ xx } 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Media Services Encoding Service:

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

Monthly Uptime Calculation and Service Levels for Media Indexer
Additional Definitions:
"**Total Transaction Attempts**" is the total number of Indexer Tasks attempted to be executed using an available Media Reserved Unit by Customer during a billing month for a subscription.
"**Failed Transactions**" is the set of Indexer Tasks within Total Transaction Attempts that either, a) do not complete within a time period that is 3 times the duration of the input file, or b) do not start processing within 5 minutes of the time that a Media Reserved Unit becomes available for use by the Indexer Task.
"Monthly Uptime Percentage" for the Media Indexer is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Media Indexer::

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

Monthly Uptime Calculation and Service Levels for Streaming Service
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during a billing month.
Downtime: The total accumulated Deployment Minutes when the Streaming Service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid Media Service Requests made to the Streaming Unit throughout the minute result in an Error Code.
"Monthly Uptime Percentage" for the Azure Media Services Streaming Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ \ AAssuuMMuuuuuuuuUU\ \ MMMMMMMMMMUUUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Media Services On-Demand Streaming Service:

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

In Process

Monthly Uptime Calculation and Service Levels for Video Indexer service
Additional Definitions:
"**Total Transaction Attempts**" is the total number of authenticated Video Indexer API requests made by Customer during a billing month for a subscription. Total Transaction Attempts do not include Video Indexer API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received, or Upload POST requests that send the file as byte array content.
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code, or do not send a response within 360 seconds from the completion of client sending the request.
"Monthly Uptime Percentage" for Video Indexer Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Video Indexer Service::

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

Monthly Uptime Calculation and Service Levels for Live Channels
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during a billing month.
Downtime: The total accumulated Deployment Minutes when the Live Channels Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.
"Monthly Uptime Percentage" for the Live Channels Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Azure subscription.

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The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\textit{Maximum Available Minutes-Downtime}}{\textit{Maximum Available Minutes}} \textit{xx}\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Media Services Live Channels Service:

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

Monthly Uptime Calculation and Service Levels for Content Protection Service
Additional Definitions
"**Total Transaction Attempts**" are all Valid Key Requests made by you during a billing month for a given Azure subscription.
"**Failed Transactions**" are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.
"**Monthly Uptime Percentage**" for Azure Media Services is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU}\ \textit{xx}\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Media Services Content Protection Service:

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

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In Process

Microsoft Cost Management

Monthly uptime calculation for Azure Cost Management availability
"**Total Requests**" is the total number of requests to the ACM service for your Cross Cloud spend in a given billing month.
"**Failed Requests**" is the set of all requests to Azure Cost Management service within Total Requests that return an error code or fail to be served by the service.
"**Monthly Uptime Percentage**" is calculated as Total Requests less Failed Requests divided by Total Requests in a billing month. Monthly Uptime Percentage is represented by the following formula:

$$\frac{TTDDMMuuuu\ \ RRUURRMMUUUUMMUU\ -\ DDuuMMuuUUee\ \ RRUURRMMUUUUMMUU}{TTDDMMuuuu\ \ RRUURRMMUUUUMMUU}\ \textit{xx}\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Cost Management:

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

Additional Terms: SLA will not apply when failure to collect spend data is due to issues with AWS endpoints, services outside of Azure Cost Management, or Customer changes to their Azure configuration.

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Microsoft Genomics

Additional Definitions:
"**Maximum Available Minutes**" is the total accumulated minutes for all Microsoft Genomics accounts created by Customer and active during a billing month for a given Microsoft Azure Subscription.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which Microsoft Genomics is unavailable. A minute is considered unavailable if all continuous attempts to send authenticated Genomics service REST API requests throughout the minute either return an Error Code or do not respond with an acknowledgement within the minute.

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"**Monthly Uptime Percentage**" for Microsoft Genomics is calculated using the following formula:

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

Service Credit:

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

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Mobile Services

Additional Definitions:
"**Failed Transactions**" include any API calls included in Total Transaction Attempts that result in either an Error Code or do not return a Success Code.
"**Total Transaction Attempts**" are the total accumulated API calls made to the Azure Mobile Services during a billing month for a given Microsoft Azure subscription for which the Azure Mobile Services are running.

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

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU}\ xx\ 100$$

Service Credit:

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

In Process

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Standard and Premium Mobile Services tiers. The Free Mobile Services tier is not covered by this SLA.

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Azure Monitor

Monthly Uptime Calculation and Service Levels for the Azure Monitor Alerts
Additional Definitions:
"**Alert Rule**" is a collection of signal criteria used to generate alerts using monitoring event data already available to Alert Service for analysis.
"**Maximum Available Minutes**" is the total number of minutes which Alert Rule(s) are deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which the Alert Rule is unavailable. A minute is considered unavailable for a given Alert Rule if all continuous attempts to analyze telemetry signals for resources defined within the Alert Rule throughout the minute either return an Error Code or do not result in a Success Code within five minutes from scheduled Alert Rule start time.
"**Monthly Uptime Percentage**" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.
Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Azure Monitor Alerts

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

Monthly Uptime Calculation and Service Levels for the Azure Monitor Notification Delivery
Additional Definitions:

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"**Action Group**" is a collection of actions which defines preferred notification delivery methods.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes which Action Groups are deployed by Customer in a given Microsoft Azure subscription during a billing month.
Downtime: is the total number of minutes within Maximum Available Minutes during which the Action Group is unavailable.. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

Service Levels and Service Credits:

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

Also refer to Log Analytics and Application Insights.

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Azure NetApp Files

Additional Definitions
"**Volume**" is a logical storage resource in Azure NetApp Files that contains a file system and is used to store data.
"**Volume Connectivity**" is bi-directional network traffic between the Volume and other IP addresses using TCP or UDP network protocols in which the Volume is configured for allowed traffic.
"**Maximum Available Minutes**" is the total number of minutes which a Volume is deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no Volume Connectivity in the Azure region.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

In Process

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

Service Credit

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

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Network Watcher

Additional Definitions:
"**Network Diagnostic Tools**" is a collection of network diagnostic and topology tools.
"**Maximum Diagnostic Checks**" is the total number of diagnostic actions performed by the Network Diagnostic Tool as configured by Customer in a billing month for a given Microsoft Azure subscription.
"**Failed Diagnostic Checks**" is the total number of diagnostic actions within Maximum Diagnostic Checks that returns an Error Code or does not return a response within the Maximum Processing Time documented in the table below.

Diagnostic Tool	Maximum Processing Time
IPFlow Verify NextHop Packet Capture Security Group View Topology Connection Monitor	2 minutes

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Diagnostic Tool	Maximum Processing Time
Connection Monitor (classic)	
VPN Troubleshoot	10 minutes

"**Monthly Uptime Percentage**" is calculated by using the following formula:

$$\frac{\textit{Maximum Diagnostic Checks - Failed Diagnostic Checks}}{\textit{Maximum Diagnostic Checks}} \textit{ xx } 100$$

Service Levels:

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

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Notification Hubs

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during a billing month.
Downtime: The total accumulated Deployment Minutes, across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all cont inuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

In Process

$$\frac{\textit{Maximum Available Minutes-Downtime}}{\textit{Maximum Available Minutes}} \textit{ xx } 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers. The Notification Hubs Free tier is not covered by this SLA.

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On Demand Capacity Reservations for Azure Virtual Machines

Additional Definitions
"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.
"**Capacity**" is a property of an On Demand Capacity Reservation that specifies the quantity of Virtual Machine instances reserved
"**On Demand Capacity Reservation**" is an object created in an Azure subscription to express a quantity of reserved capacity for a specific Virtual Machine instance type in a specific location.
"**Virtual Machine**" refers to persistent instance types that can be deployed individually, or as part of a Virtual Machine Scale Set, in a multi-tenant environment in Azure.
"**Virtual Machines Allocated**" is a property of an On Demand Capacity Reservation; this refers to the list of Virtual Machines allocated to the On Demand Capacity Reservation.
"**Supported Deployment**" is a Virtual Machine deployment that matches the location, including Availability Zone if defined, uses the exact Virtual Machine size of an existing On Demand Capacity Reservation, and complies with the usage documentation of the feature.
"**Reserved Unit**" is exactly one instance of an On Demand Capacity Reservation. For example, if an On Demand Capacity Reservation specifies a Capacity of 10 Virtual Machines, then there are 10 Reserved Units.
"**Unused Capacity Reservation**" is an On Demand Capacity Reservation with the count of Virtual Machines Allocated less than the Capacity.
"**Not Available for Deployment**" is defined as any Supported Deployment configured to consume an existing Unused Capacity Reservation that meets two conditions:

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i. Receives an error that specifies lack of Virtual Machine capacity. A Virtual Machine deployment failure for other error types or due to lack of capacity for disks or any other Azure resource does not meet this requirement; and
ii. On Demand Capacity Reservation continues to meet the definition of Unused Capacity Reservation (e.g., other Virtual Machine(s) did not already consume the Unused Capacity Reservation).

Monthly Uptime Calculation and Service Levels for On Demand Capacity Reservation
"**Minutes not Available**" is defined as minutes an Unused Capacity Reservation is Not Available for Deployment. From the time a Not Available for Deployment condition occurs, Minutes not Available will accumulate until (a) a subsequent Supported Deployment succeeds, (b) another Not Available for Deployment condition results from another Supported Deployment attempt, or (c) 15 minutes has elapsed. If 15 minutes elapses with no Supported Deployment attempted, then Minutes not Available will resume accumulation upon a subsequent Not Available for Deployment condition.

The Minutes not Available will accumulate for each Reserved Unit that cannot be used. If one Reserved Unit becomes used while another remains unused, then Minutes not Available will continue to accumulate only for the unused Reserved Unit.

See example calculation in the feature documentation.

"**Downtime**" is the total accumulated Minutes not Available that are part of minutes in a given month calculated per Reserved Unit.
"**Monthly Uptime Percentage**" for each Reserved Unit is calculated by the percentage of Minutes in the Month in which a Reserved Unit had Downtime.

$$\frac{Minutes\ in\ Month\text{-}Downtime}{Minutes\ in\ Month} \ xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Reserved Unit in an On Demand Capacity Reservation.
The Service Credits are issued based on the cost of each Reserved Unit, not the overall cost of the On Demand Capacity Reservation.

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

In Process

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Azure Orbital Ground Station

Additional Definitions
"**Azure Orbital Ground Station Service**" is a fully managed ground station service delivering low latency connectivity from customer satellites in orbit to the Microsoft Azure cloud. For purposes of this SLA, the service comprises connectivity only to Microsoft owned and operated ground stations and not ground stations owned or operated by our partners.
"**Scheduled Contact**" is a connection between a Microsoft owned and operated Azure Orbital Ground Station and customer's satellite that has been requested by customer (via either Azure Portal or API), and confirmed as scheduled by Microsoft (i.e., the status of the requested contact shows "Scheduled" in the Azure Portal or API interface).
"**Downtime**" is the time during a Scheduled Contact where the data does not pass end-to-end from the customer satellites to the customer virtual network endpoint on Azure, or the data did not pass end-to-end from customer virtual network endpoint on Azure to customer satellite; in either case due to a failure in the Azure Orbital Ground Station Service.

Monthly Successful Contact Percentage Calculation and Service Levels
"**Successful Contact Percentage**" is calculated as total Scheduled Contact minutes less total Downtime minutes divided by total Scheduled Contact minutes. It is represented by the following formula:

$$\frac{Total\ Scheduled\ Contact\ Minutes\text{-}Downtime\ Minutes}{Total\ Scheduled\ Contact\ Minutes} \ xx\ 100$$

The following Service Levels and Service Credits are applicable to Azure Orbital Ground Station Service for the Applicable Monthly Service Fees:

Monthly Successful Contact Percentage	Service Credit
< 99.9%	10%
< 98%	25%
< 95%	100%

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Azure Private 5G Core

Additional 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.

"Control Plane Operations" means any 3GPP signaling messages.

"Downtime" is defined for each Service in the Services Specific Terms below.

"Online service" means the web interface, provided by Microsoft, through which customers may manage the Service.

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

"Maximum Available Minutes" is the total accumulated minutes during a billing month during which a given Azure Private 5G Core has been deployed in a Microsoft Azure subscription. For the Edge Service, minutes where unavailability is due to the following conditions are not counted:

- When the physical platform or operating system is unavailable.
- During a planned software upgrade window.
- When the system is running above its rated load as defined by the product documentation.
- When unavailability is due to a problem in the network outside of the physical platform on which the Edge service runs.
- When configuration of Azure Private 5G Core or the underlying operating system makes the system unable to successfully process requests.

"Monthly Uptime Percentage" for a given Azure Private 5G Core is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for the Azure Private 5G Core. Monthly Uptime Percentage is represented by the following formula:

$$\frac{(\text{MMuuxxMDDMMDD AAssuuMMuuuuuuuuUU MMMMMMMMMMUUUU - DDDDDDMMMMDDUU})}{\text{MMuuxxMMDDMMDD AAssuuMMuuuuuuuuUU MMMMMMMMMMUUUU}} \times 100$$

The service has two components – the edge service and the online service, with the following descriptions for what constitutes a downtime for each of these components.

Edge service: A minute is considered as downtime if any of the following are true:

- The service does not response to or does not process all Control Plane Operations for the duration of the minute.
- Less than 99.9% of packets on fully established PDU sessions are forwarded.

Online service: A minute is considered downtime if all continuous attempts to create, update or view resources of the service throughout the minute either return an Error Code or do not result in a Success Code within two minutes.

Service Credit:

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

Service Level Exceptions:

- G0 is not covered by this SLA.
- Performance or availability issues that result from
  - The use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services
  - Your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance
  - Your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior
- Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

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Azure Private Link

Additional Definitions

"**Azure Private Link Service**" is the reference to your own service that is enabled for Azure Private Link and deployed within your own virtual network.

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"**Azure Private Endpoint**" is a network interface connecting your Azure Private Link enabled service to a private IP address in your virtual network.

Monthly Uptime Calculation
"**Maximum Available Minutes**" is the total accumulated minutes in a billing month during which the Azure Private Link Service or Azure Private Endpoint have been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes in a billing month for a given Azure Private Link Service or Azure Private Endpoint during which the Azure Private Link Service or Azure Private Endpoint is unavailable. A given minute is considered unavailable if all attempts to connect through Azure Private Endpoint throughout the minute are unsuccessful.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} xx\ 100$$

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

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Azure Red Hat OpenShift

Additional Definitions
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which a given Azure Red Hat OpenShift cluster has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month in which a given Azure Red Hat OpenShift cluster API endpoint is unavailable. A given minute is considered unavailable if all attempts to connect to the cluster API endpoint throughout the minute are unsuccessful.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

In Process

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} xx\ 100$$

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

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Remote Rendering

Additional Definitions
"**Conversion**" refers to a process that transforms 3D models into the format required during a Rendering Session.
"**Rendering Session**" refers to an interaction with the Remote Rendering Service.

Monthly Uptime Calculation and Service Levels for Conversion REST API Transactions
"**Total Transaction Attempts**" is the total number of authenticated REST API requests for the Conversion functionality in the Azure Remote Rendering Service made by Customer during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.
"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that returns an Error Code within 30 seconds from Microsoft's receipt of the request.
"**Monthly Uptime Percentage**" for the Azure Remote Rendering Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Conversion functionality of the Azure Remote Rendering Service:

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

Monthly Uptime Calculation and Service Levels for Rendering Sessions
"**Deployment Minutes**" is the total number of minutes in a Rendering Session, measured from when a Rendering Session has been allocated due to an action initiated by Customer to the time the Customer has initiated an action that would result in stopping the session during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Rendering Session during a billing month.
"**Downtime**" is the total accumulated Deployment Minutes when the Remote Rendering Service is unavailable. A minute is considered unavailable for a given Rendering Session if the Rendering Session has no External Connectivity during the minute.
"**Monthly Uptime Percentage**" for the Rendering Session is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Rendering Sessions in Azure Remote Rendering Service:

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

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Azure Route Server

Monthly Uptime Calculation
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which a given Azure Route Server has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Route Server is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Route Server within the minute are unsuccessful.
"**Monthly Uptime Percentage**" for a given Azure Route Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Route Server:

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

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SAP HANA on Azure Large Instances

Additional Definitions:
"**Announced Single Instance Maintenance**" means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Single Instances. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.
"**High Availability Pair**" refers to two or more identical SAP HANA on Azure large instances deployed in the same region and configured by the customer for system replication at the application layer. Customer must declare the members of a High Availability Pair to Microsoft during the architecture design process.
"**SAP HANA on Azure Connectivity**" is bi-directional network traffic between the SAP HANA on Azure large instance and other IP addresses using TCP or UDP network protocols in which the instance is configured for allowed traffic. The IP addresses must be IP addresses on the Virtual Network of the associated Azure subscription.
"**Single Instance**" is defined as any single Microsoft SAP HANA on Azure Large Instance machine that is not deployed in an High Availability Pair.

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure High Availability Pair

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"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all SAP HANA on Azure instances deployed in the same High Availability Pair. Maximum Available Minutes is measured from when two or more instances in the same High Availability Pair have both been started resultant from an action initiated by Customer to the time Customer has initiated an action that would result in stopping the instances.
"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity.
Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure High Availability Pair is calculated using the following formula:

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

Service Credit for SAP HANA on Azure High Availability Pair:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure Single Instance

"**Maximum Available Minutes**" is the total accumulated minutes for all SAP HANA on Azure Single Instances deployed by Customer during a billing month for a given Microsoft Azure subscription.
"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity. Downtime excludes Announced Single Instance Maintenance.
Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure Single Instance is calculated using the following formula

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

The following Service Levels and Service Credits are applicable to Customer's use of SAP HANA on Azure Single Instances:

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

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Scheduler

Additional Definitions:
"**Maximum Available Minutes**" is the total number of minutes in a billing month.
"**Planned Execution Time**" is a time at which a Scheduled Job is scheduled to begin executing.
"**Scheduled Job**" means an action specified by you to execute within Microsoft Azure according to a specified schedule.
Downtime: The total accumulated minutes in a billing month during which one or more of your Scheduled Jobs is in a state of delayed execution. A given Scheduled Job is in a state of delayed execution if it has not begun executing after a Planned Execution Time, provided that such delayed execution time shall not be considered Downtime if the Scheduled Job begins executing within thirty (30) minutes after a Planned Execution Time.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Service-Bus

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Additional Definitions:
"**Message**" refers to any user-defined content sent or received through Service Bus Relays, Queues, or Topics, using any protocol supported by Service Bus.

Monthly Uptime Calculation and Service Levels for Relays
"**Deployment Minutes**" is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Relays deployed by Customer in a given Microsoft Azure subscription during a billing month.
Downtime: Is the total accumulated Deployment Minutes, across all Relays deployed by Customer in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: The Monthly Uptime percentage for Relays is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Relays:

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

Monthly Uptime Calculation and Service Levels for Queues and Topics
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during a billing month.
Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.
Monthly Uptime Percentage: for Queues and Topics is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of Queues and Topics:

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

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Azure SignalR Service

Additional Definitions:
"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for the SignalR Service during which the SignalR Service is unavailable. A given minute is considered unavailable if all attempts to send SignalR Transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.
"**Maximum Available Minutes**" is the total number of minutes that the SignalR Service has been deployed by the Customer in a given Microsoft Azure subscription during a billing month.
"**SignalR Service Endpoint**" is the host name from which the SignalR Service is accessed by servers or clients to perform SignalR Transactions.
"**SignalR Transactions**" is the set of transaction requests sent from client to server or from server to client through a SignalR Service Endpoint.

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

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

The following Service Levels and Service Credits are applicable to Customer's use of the SignalR Service Standard tiers. The SignalR Service Free tier is not covered by this SLA.

Service Credit:

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

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Azure Site Recovery

Additional Definitions:
"**Failover**" is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.
"**On-Premises-to-Azure Failover**" is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site.
"**Azure-to-Azure Failover**" is the Failover of a Protected Instance from an Azure primary site to an Azure secondary site.
"**On-Premises-to-On-Premises Failover**" is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.
"**Protected Instance**" refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Monthly Uptime Calculation and Service Levels for On-Premises-to-On-Premises Failover
"**Failover Minutes**" is the total number of minutes in a billing month during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.
"**Maximum Available Minutes**" is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Azure Site Recovery Service during a billing month.
"**Protected Instance**" refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.
Downtime: Is the total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Azure Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.
Monthly Uptime Percentage: for On-Premises-to-On-Premises Failover of a specific Protected Instance in a given billing month is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.
The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for On-Premises-to-On-Premises Failover:

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

Monthly Recovery Time Objective and Service Levels for On-Premises-to-Azure Failover
"**Recovery Time Objective (RTO)**" means the period of time beginning when Customer initiates a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of Customer scripts.
"**Monthly Recovery Time Objective**": For a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is two hours.

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for On-Premises-to-Azure Failover.:

Monthly Recovery Time Objective	Service Credit
> 2 hours	100%

Monthly Recovery Time Objective and Service Levels for Azure-to-Azure Failover

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"**Recovery Time Objective (RTO)**" means the period of time beginning when Customer initiates a Failover of a Protected Instance for Azure-to-Azure replication to the time when the Protected Instance is running as a virtual machine in secondary Azure region, excluding any time associated with manual action or the execution of Customer scripts.
"**Monthly Recovery Time Objective**" for a specific Protected Instance configured for Azure-to-Azure replication in a given billing month is 2 hours.

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for Azure-to-Azure Failover:

Monthly Recovery Time Objective	Service Credit
>2 hours	100%

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Spatial Anchors

Additional Definitions
"**Total Transaction Attempts**" is the total number of authenticated API requests with respect to Azure Spatial Anchors made by Customer during a billing month for a given Azure Spatial Anchors API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.
"**Failed Transactions**" is the set of all requests to the Azure Spatial Anchors API within Total Transaction Attempts that return an Error Code.

Monthly Uptime Calculation
"**Monthly Uptime Percentage**" for Azure Spatial Anchors is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU\ -\ DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU}\ xx\ 100$$

The following Service Levels and Service Credits are applicable to Azure Spatial Anchors APIs:

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

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Azure Spring Apps

Additional Definitions
"**App**" is a Spring Boot App deployed by Customer within Azure Spring Apps. Excluding Apps in the Basic Tier.
"**Spring Apps Service Runtime**" is a collection of Spring Apps components (e.g. Spring Apps Config Server, Spring Apps Registry) hosted by Microsoft.

Monthly Uptime Calculation and Service Levels for Azure Spring Apps
"**Deployment Minutes**" is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or Customer initiated an action that would result in running the App to the time Customer initiated an action that would result in stopping or deleting the App.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the sum of all Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during a billing month during which the App is unavailable. A minute is considered unavailable for a given App if all continuous attempts to connect between the App and Microsoft's Internet gateway or the Azure Spring Apps Service Runtime throughout the minute result in either an Error Code or do not return a Success Code within five minutes.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ xx\ 100$$

Service Credit:

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

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Azure SQL Database

Additional Definitions:
"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.
"**Database**" means any Microsoft Azure SQL Database created in any of the Service tiers and deployed either as a single database or in an Elastic Pool.
"**Zone Redundant Deployment**" is a Database that is deployed across multiple Availability Zones.
"**Primary**" means any Database that has active geo-replication relationship with a Database in other Azure regions. Primary can process read and write requests from the application.
"**Secondary**" means any Database that maintains asynchronous geo-replication relationship with a Primary in another Azure region and can be used as a failover target. Secondary can process read-only requests from applications.
"**Compliant Secondary**" means any Secondary that is created with the same configuration and in the same service tier as the Primary. If the Secondary is created in an elastic pool, it is considered Compliant if both Primary and Secondary are created in elastic pools with matching configurations and with density not exceeding 250 databases for a compliant configuration.

Monthly Uptime Calculation and Service Levels for Azure SQL Database Service
"**Deployment Minutes**" is the total number of minutes that a given Database has been operational in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given Microsoft Azure subscription during a billing month.
Downtime: is the total accumulated Deployment Minutes across all Databases in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.
Monthly Uptime Percentage: for a given Database is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription.
The Monthly Uptime Percentage is calculated using the following formula:

In Process

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

The following Service Levels and Service Credits are applicable to Customer's use of the General Purpose, Business Critical or Premium tiers of the SQL Database Service configured for Zone Redundant Deployments:

Monthly Uptime Percentage	Service Credit
< 99.995%	10%
< 99%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of the Hyperscale, Business Critical, Premium or General Purpose, of the SQL Database Service not configured for Zone Redundant Deployments:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Basic or Standard tiers of the SQL Database Service:

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

Recovery Point Objective (RPO)
"**Geo-Replication Link**" is a programmatic object representing a connection between a specific Primary and the Secondary.
"**Geo-Replication Lag**" is a time span from the point of transaction commit on the Primary and the acknowledgement by the Secondary that the transaction log update has been persisted.
"**Replication Lag Check**" is a programmatic method of obtaining the Geo-Replication Lag value for a specific Geo-Replication Link.

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"**Recovery Point Objective (RPO)**" means a Geo-Replication Lag not to exceed 5 seconds.
"**N**" is the number of Replication Lag Check for a given Geo-Replication Link in a given hour.
"**S**" is the lag-sorted set of Replication Lag Check results in ascending order for a given Geo-Replication Link in a given hour.
"**Ordinal Rank**" is the 99th percentile using the nearest rank method represented by the following formula:

$$\frac{99}{100} xx\ NN$$

"**P99 Replication Lag**" is the value at the Ordinal Rank of S.
"**Deployment Hours**" is the total number of hours that a given Compliant Secondary has been operational for a given Microsoft Azure subscription during a billing month.
"**Excessive Lag Hours**" is the total number of one-hour intervals during which Replication Lag Check resulted in a P99 Replication Lag greater than or equal to RPO for a given Microsoft Azure subscription during a billing month. If the number of Replication Lag Checks in a given one-hour interval is zero, the Excessive Lag Hours for that interval is 0.
"**Monthly RPO Attainment Percentage**" for a given Database deployment is calculated using the following formula:

$$100\% - \frac{Excessive\ Lag\ Hours}{Deployment\ Hours} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the active geo-replication feature with Business Critical tier of Azure SQL Database service with a Compliant Secondary:

Operation	RPO	Monthly RPO Attainment Percentage	Service Credit
Geo-Replication	5 seconds	< 100%	10% of total monthly cost of Compliant Secondary

Recovery Time Objective (RTO)
"**Unplanned Failover**" is an action initiated by Customer when the Primary is offline to enable a Compliant Secondary as Primary.
"**Recovery Time**" is the time elapsed from the Unplanned Failover until the Secondary is acting as the Primary.
"**Recovery Time Objective (RTO)**" means a maximum allowed Recovery Time not to exceed 30 seconds.
"**Non-compliant Unplanned Failover**" is an Unplanned Failover that failed to complete within the RTO.
"**Monthly RTO Attainment Percentage**" for a given Database deployment, in a billing month for a given subscription is represented by the following formula:

In Process

$$\frac{Total\ Number\ of\ Unplanned\ Failovers - Total\ Number\ of\ Non\text{-}Compliant\ Unplanned\ Failovers}{Total\ Number\ of\ Unplanned\ Failovers} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the active geo-replication feature with Business Critical service tier of SQL Database service with a Compliant Secondary:

Operation	RTO	Monthly RTO Attainment Percentage	Service Credit
Unplanned Failover of Single Database	30 seconds	< 100%	100% of total monthly cost of Compliant Secondary

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Azure SQL Managed Instance

Additional Definitions
"**Instance**" means any Microsoft Azure SQL Managed Instance created in any of the Service tiers and deployed as a single instance.
"**Compliant Networking Configuration**" means full set of required configurations of the Microsoft Azure Virtual Network hosting Instance, including Microsoft Azure Network Security Group inbound security rules and mandatory Microsoft Azure User Defined Routes of Microsoft Azure Virtual Network Subnet hosting Instance, allowing uninterrupted flow of the management traffic and allowing data traffic to the dedicated gateway placed in the Microsoft Azure Virtual Network Subnet hosting Instance.

Monthly Uptime Calculation and Service Levels for Azure SQL Managed Instance Service
"**Deployment Minutes**" is the total number of minutes that a given Instance has been operational in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total accumulated Deployment Minutes across all Instances in a given Microsoft Azure subscription during which the Instance is unavailable. A minute is considered unavailable for a given Instance if all continuous attempts by Customer to establish a connection to the Instance within the minute fail.
"**Monthly Uptime Percentage**" for a given Instance is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Business Critical tier of the SQL Managed Instance Service with Compliant Network Configuration:

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

The following Service Levels and Service Credits are applicable to Customer's use of the General Purpose tier of the SQL Managed Instance Service with Compliant Networking Configuration:

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

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SQL Server Stretch Database

Additional Definitions:
"**Database**" means one instance of SQL Server Stretch Database.
"**Maximum Available Minutes**" is the total number of minutes that a given Database has been deployed in a given Microsoft Azure subscription during a billing month.
Downtime: is the total accumulated minutes across all Databases deployed by Customer in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

In Process

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

Service Credit:

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

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Static Web Apps

Additional Definitions
"**Deployment Minutes**" is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or Customer initiated an action that would result in running the App to the time Customer initiated an action that would result in stopping or deleting the App.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.
"**App**" is a web app deployed by Customer within the Static web apps.
Downtime: The total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft's Internet gateway.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit

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

Additional Terms: Service Credits are applicable only to fees attributable to your use of static web apps and not to fees attributable to other types of apps available.

Storage Accounts

Additional Definitions:
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.
"**Blob Storage Account**" is a storage account specialized for storing data as blobs and provides the ability to specify an access tier indicating how frequently the data in that account is accessed.
"**Block Blob Storage Account**" is a storage account specialized for storing data as block or append blobs on solid-state drives.
"**Cool Access Tier**" is an attribute of a blob or account indicating it is infrequently accessed and has a lower availability service level than blobs in Hot Access Tier.
"**Hot Access Tier**" is an attribute of a blob or account indicating it is frequently accessed.
"**Excluded Transactions**" are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.
"**Error Rate**" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.
"**Failed Storage Transactions**" is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Transaction Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
Copy File	Ninety (90) seconds (where the source and destination files are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations Find Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob, File, and Message Operations	Two (2) seconds

In Process

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:

1. Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
2. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
3. Read transactions requests to RA-GRS Accounts for which you did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
4. Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

"**Geo Replication Lag**" for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

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"**Geographically Redundant Storage (GRS) Account**" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

"**Locally Redundant Storage (LRS) Account**" is a storage account for which data is replicated synchronously only within a Primary Region.

"**Primary Region**" is a geographical region in which data within a storage account is located, as selected by you when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

"**Read Access Geographically Redundant Storage (RA-GRS) Account**" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

"**Secondary Region**" is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by Microsoft Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

"**Total Storage Transactions**" is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

"**Zone Redundant Storage (ZRS) Account**" is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

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

$$100\% - AAssUUUUuuAAUU\ \ EEUUUUDDUU\ \ RRuuMMUU$$

Service Credit – hot blobs in LRS, ZRS, GRS and RA-GRS (write requests) Accounts and blobs in LRS Block Blob Storage Accounts:

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

Service Credit – RA-GRS (read requests) Accounts:

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

In Process

Service Credit – LRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99%	10%
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

Service Exceptions: Cool and Archive SLA are applicable only to storage account types that support Cool and Archive tier.

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StorSimple

Additional Definitions:

"**Backup**" is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

"**Cloud Tiering**" is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

"**Failure**" means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

"**Managed Item**" refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

"**Restoring**" is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Monthly Uptime Calculation and Service Levels for StorSimple Service

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"**Deployment Minutes**" is the total number of minutes during which a Managed Item has been configured by Customer for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

Downtime: The total number of minutes within Maximum Available Minutes during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

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

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

The following Service Levels and Service Credits are applicable to Customer's use of the StorSimple Service:

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

Monthly Uptime Calculation and Service Levels for StorSimple Data Manager

"**Total Requests**" is the set of all requests, other than Excluded Requests, to perform operations against StorSimple Data Manager service during a billing month for a given Microsoft Azure subscription.

"**Excluded Requests**" is the set of requests that result in an HTTP 4xx status code.

"**Failed Requests**" is the set of all requests within Total Requests that either return an Error Code or fail to return a Success Code within 60 seconds.

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

$$\frac{Total\ \ Requests\text{-}Failed\ \ Requests}{Total\ Requests} xx\ 100$$

In Process

Service Credit:

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

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Azure Stream Analytics

Monthly Uptime Calculation for Stream Analytics API Calls

Additional Definitions:

"**Total Transaction Attempts**" is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during a billing month for a given Microsoft Azure subscription.

"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft's receipt of the request.

"**Monthly Uptime Percentage**" for API calls within the Stream Analytics Service is represented by the following formula:

$$MMDDMMMMhmQQ\ \ UUUUMMMMDDUU\ \ \% = \frac{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU - DDuuMMuuUUee\ \ TTUUuuMMUUuussMMMMDDMMUU}{TTDDMMuuuu\ \ TTUUuuMMUUuussMMMMDDMM\ \ AAMMMMUUDDUUMMUU}$$

Service Credit:

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

Monthly Uptime Calculation for Stream Analytics Jobs

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given job has been deployed within the Stream Analytics Service during a billing month.

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"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all jobs deployed by Customer in a given Microsoft Azure subscription during a billing month.
Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.
Monthly Uptime Percentage for jobs within the Stream Analytics Service is represented by the following formula:

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

Service Credit:

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

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Azure Synapse Analytics

Additional Definitions:
Synapse SQL
"**Database**" means any Synapse SQL database.
"**Maximum Available Minutes**" means the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.
"**Client Operations**" means the set of all documented operations supported by Azure Synapse Analytics.
"**Downtime**" means the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if more than 1% of all Client Operations completed during the minute return an Error Code.
"**Monthly Uptime Percentage**" for a given Database means a calculation of Maximum Available Minutes less Downtime, divided by Maximum Available Minutes in a billing month in a given Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

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

Service Credit:

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

Data Integration in Azure Synapse
"**Data Integration Resources**" means integration runtimes (including Azure and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within an Azure Synapse workspace.
"**Activity Run**" means the execution or attempted execution of an activity.

Monthly Uptime Calculation for Data Integration API Calls
"**Total Requests**" means the set of all requests, other than Excluded Requests, to perform operations against Data Integration Resources during a billing month for a given Microsoft Azure subscription.
"**Excluded Requests**" means the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.
"**Failed Requests**" means the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.
"**Monthly Uptime Percentage**" for the API calls made to the Data Integration Resources is calculated as Total Requests less Failed Requests divided by Total Requests in a billing month for a given Microsoft Azure subscription.
Monthly Uptime Percentage is represented by the following formula:

$$\frac{Total\ \ Requests\text{-}Failed\ \ Requests}{Total\ Requests} xx\ 100$$

The following Service Credits are applicable to Customer's use of Data Integration API calls within the Synapse workspace:

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

Apache Spark in Azure Synapse Calculation for Spark Sessions
"**Spark Session**" is the launching of a new session to execute a job, interactive or batch mode. Excluding session failures due to user error such as session config or exhausted resources.

The following Service Credits are applicable to Customer's use of Spark within the Synapse workspace:

Monthly Uptime Percentage	Service Credit
< 99%	10%
< 95%	25%

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Azure Time Series Insights

Additional Definitions
"**Environment**" is a Time Series Insights environment.

Monthly Uptime Calculation and Service Levels for Time Series Insights data plane API
"**Time Series Insights data plane API**" is an event analytics query API for Time Series Insights.
"**Request**" is any documented request supported by the Time Series Insights data plane APIs.
"**Failed Request**" is a Request that returns an Error Code.
"**Error Rate**" is the total number of Failed Requests divided by the total number of Requests, during a given one-minute interval, for all Environments within a given Microsoft Azure Subscription. If the user has not made any Requests within this minute, the Error Rate for that interval is 0%.
"**Average Error Rate**" for a billing month is the sum of Error Rates for each minute in the billing month divided by the total number of minutes in the billing month.
"**Monthly Availability Percentage**" for the Time Series Insights data plane API is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure Subscription in a billing month. Monthly Availability Percentage is represented by the following formula:

In Process

$$100\%\text{-}Average\ Error\ Rate$$

The following Service Levels and Service Credits are applicable to Customer's use of the Time Series Insights data plane API:

Monthly Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Traffic Manager Service

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Traffic Manager Profiles deployed by you in a given Microsoft Azure subscription during a billing month.
"**Traffic Manager Profile**" or "**Profile**" refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.
"**Valid DNS Response**" means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.
Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Virtual Machines

Additional Definitions:

"**Availability Set**" refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

"**Azure Dedicated Host**" provides physical servers that host one or more Azure virtual machines with the (default) setting of autoReplaceOnFailure required for any SLA.

"**Data Disk**" is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

"**Dedicated Host Group**" is a collection of Azure Dedicated Hosts deployed within an Azure region across different Fault Domains to avoid a single point of failure.

"**Fault Domain**" is a collection of servers that share common resources such as power and network connectivity.

"**Operating System Disk**" is a persistent virtual hard disk, attached to a Virtual Machine, used to store the Virtual Machine's operating system.

"**Single Instance**" is defined as any single Microsoft Azure Virtual Machine that either is not deployed in an Availability Set or has only one instance deployed in an Availability Set.

"**Virtual Machine**" refers to persistent instance types that can be deployed individually or as part of an Availability Set or using a Dedicated Host Group. A virtual machine can be deployed in a multi-tenant environment in Azure or in an isolated, single-tenant environment using Azure Dedicated Hosts.

"**Virtual Machine Connectivity**" is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

Monthly Uptime Calculation and Service Levels for Virtual Machines in Availability Zones

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month that have two or more instances deployed across two or more Availability Zones in the same region. Maximum Available Minutes is measured from when at least two Virtual Machines across two Availability Zones in the same region have both been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Virtual Machines.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity in the region.

"**Monthly Uptime Percentage**" for Virtual Machines in Availability Zones is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$MMDDMMMMhmmQQ\ \ UUUUMMMMDDUU\ \ \% = \frac{(Maximum\ Available\ Minutes\text{-}Downtime)}{Maximum\ Available\ Minutes} xx\ 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer's use of Virtual Machines deployed across two or more Availability Zones in the same region:

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

Monthly Uptime Calculation and Service Levels for Virtual Machines in an Availability Set or in the same Dedicated Host Group

Maximum Available Minutes: The total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set on in the same Dedicated Host Group. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set, or same Dedicated Host Group, have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

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Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity.
Monthly Uptime Percentage: for Virtual Machines is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:
The following Service Levels and Service Credits are applicable to Customer's use of Virtual Machines in an Availability Set or same Dedicated Host Group. This SLA does not apply to Availability Sets leveraging Azure shared disks:

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

Monthly Uptime Calculation and Service Levels for Single-Instance Virtual Machines
"**Minutes in the Month**" is the total number of minutes in a given month.
Downtime: is the total accumulated minutes that are part of Minutes in the Month that have no Virtual Machine Connectivity.
Monthly Uptime Percentage: is calculated by subtracting from 100% the percentage of Minutes in the Month in which any Single Instance Virtual Machine using premium storage for all Operating System Disks and Data Disks had Downtime.

$$\text{Monthly Uptime \%} = \frac{(\text{Minutes in the Month} - \text{Downtime})}{\text{Minutes in the Month}} \times 100$$

Service Credit:
The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance Virtual Machines by Disk type. For any Single Instance Virtual Machine using multiple disk types, the lowest SLA of all the disks on the Virtual Machine will apply:

Uptime Percentage (Premium and Ultra SSD)	Uptime Percentage (Standard SSD Managed Disk)	Uptime Percentage (Standard HDD Managed Disk)	Service Credit
< 99.9%	<99.5%	<95%	10%
< 99%	<95%	<92%	25%
< 95%	<90%	<90%	100%

In Process

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Azure Virtual Network Manager

Additional Definitions
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which a given Azure Virtual Network Manager has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Virtual Network Manager is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Virtual Network Manager within the minute are unsuccessful.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Virtual Network Manager:

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

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Azure Virtual WAN

Additional Definitions:
"**Maximum Available Minutes**" is the total accumulated minutes in a billing month during which a given Azure Virtual WAN has been deployed in a Microsoft Azure subscription.

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"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Virtual WAN is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Virtual WAN throughout the minute are unsuccessful.
Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit:

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

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Azure VMware Solution

Additional Requirements
Client is required to maintain a minimum configuration for all virtual machine storage including:

- When the cluster has between 3 and 5 hosts, the numbers of failure to tolerate = 1; and when the cluster has between 6 and 16 hosts, the number of failures to tolerate = 2
- Storage capacity for the cluster retains slack space of 25% available (as described in the VSAN storage guide)
- Client has not performed any actions under the Elevated Privilege mode that prevent Microsoft from meeting the Availability Commitment.
- There is sufficient capacity on the cluster to support the starting of a virtual machine
- Scheduled maintenance is excluded from the total available uptime calculations

Additional Definitions
Monthly Uptime Calculation and Service Levels for Azure VMware Solution Workload Infrastructure
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all virtual machines within a VMware cluster, during which Azure VMware Solution has been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for a given VMware Cluster on Azure, during which the Service is unavailable. A given minute is considered unavailable if any of the following are true:

- All Virtual Machines within a running cluster do not have any connectivity for four consecutive minutes.
- None of the Virtual machines can access storage for four consecutive minutes.
- None of the Virtual Machines can be started for four consecutive minutes.

"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit

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

Monthly Uptime Calculation and Service Levels for Azure VMware management tools
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for a given VMware cluster, during which Azure VMware management tools have been deployed in a Microsoft Azure subscription.
"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for a given VMware Cluster on Azure, during which the Management Services (vCenter Server and NSX Manager) is unavailable. A given minute is considered unavailable if any of the following are true:

- vCenter server does not have any connectivity for four consecutive minutes.
- NSX Manager does not have any connectivity for four consecutive minutes.

"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

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

Service Credit

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

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Azure VMware Solution by CloudSimple

Additional Requirements

Client is required to maintain has a minimum configuration for all virtual machine storage as follows:

- When the cluster has between 3 and 5 hosts, the numbers of failure to tolerate = 1; and when the cluster has between 6 and 32 hosts, the number of failures to tolerate = 2
- Storage capacity for the cluster retains slack space of 25% available (as described in the VSAN storage guide) https://docs.vmware.com/en/VMware-vSphere/6.7/vsan-671-administration-guide.pdf
- There is sufficient capacity on the cluster to support the starting of a virtual machine, and Client has not performed any actions under the Escalated Privilege mode that prevent Vendor from meeting the Availability Commitment.
- Scheduled maintenance is excluded from the total available uptime calculations

Additional Definitions

Monthly Uptime Calculation and Service Levels for Azure VMware Solutions Workload Infrastructure

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all virtual machines within a VMware cluster, during which Azure VMware Solutions has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for a given VMware Cluster on Azure, during which the Service is unavailable. A given minute is considered unavailable if

- All Virtual Machines within a running cluster do not have any connectivity for four consecutive minutes.
- None of the Virtual machines can access storage for four consecutive minutes.
- None of the Virtual Machines can be started for four consecutive minutes.

"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

In Process

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

Monthly Uptime Calculation and Service Levels for Azure VMware management tools

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for a given VMware cluster, during which Azure VMware management tools have been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for a given VMware Cluster on Azure, during which the Management Services (vCenter Server and NSX Manager) is unavailable. A given minute is considered unavailable if

- vCenter server does not have any connectivity for four consecutive minutes.
- NSX Manager does not have any connectivity for four consecutive minutes.

"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

Service Credit

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

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Azure VNet NAT

Additional Definitions
"**Static Public IP address**" is an IP address that has been configured for a user's workload. A static IP address does not change.
"**Network address translation**" is the process of converting private IP addresses of a private network to a public IP address in order to allow multiple Azure compute resources (ie virtual machines) connect to the internet through a single public address.
"**Connectivity**" is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.
"**Outbound network traffic**" is traffic that is flowing from a private network to a public endpoint over the internet.

Monthly Uptime Calculation and Service Levels for Azure VNet NAT
"**Maximum Available Minutes**" is the total number of minutes that Azure VNet NAT (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within Maximum Available Minutes during which the given Azure VNet NAT is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the VNet NAT endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.
"**Monthly Uptime Percentage**" for Azure VNet NAT is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month multiplied by 100.
Monthly Uptime Percentage is represented by the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuuUU\ MMMMMMMMMMUUUUU - DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuuUU\ MMMMMMMMMUUUUU} xx\ 100$$

The following Service Levels and Service Credit are applicable to Customer's use of the Azure NAT Gateway

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

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In Process

VPN Gateway

Additional Definitions:
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month during which a given VPN Gateway has been deployed in a Microsoft Azure subscription.
Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.
Monthly Uptime Percentage: The Monthly Uptime Percentage for a given VPN Gateway is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for the VPN Gateway. The Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of each VPN Gateway:

Basic Gateway for VPN or ExpressRoute Service Credit:

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

Gateway for VPN and Gateway for ExpressRoute SKUs excluding Basic:

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

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Azure Web PubSub

Additional Definitions
"**Web PubSub service Endpoint**" is the host name from which the Web PubSub service is accessed by servers or clients to perform Web PubSub transactions.
"**Web PubSub Transactions**" is set of transaction requests sent from client to server or from server to client through a Web PubSub service Endpoint. These transaction requests include setting up the connection between server/client and Web PubSub service Endpoint or sending messages through the Web PubSub service Endpoint.

Monthly Uptime Calculation and Service Levels for Web PubSub service Instance
"**Maximum Available Minutes**" is the total number of minutes that the Web PubSub service has been deployed by the Customer in a given Microsoft Azure subscription during a billing month.
"**Downtime**" is the total accumulated Maximum Available Minutes during a billing month for the Web PubSub service during which the Web PubSub service is unavailable. A given minute is considered unavailable if all attempts to send Web PubSub transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.
"**Monthly Uptime Percentage**" for the Web PubSub service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.
Monthly Uptime Percentage is represented by the following formula:

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

The following Service Levels and Service Credits are applicable to Customer's use of the Web PubSub service Standard tiers. The Web PubSub service Free tier is not covered by this SLA.

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

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In Process

Windows 10 IoT Core Services

Monthly Uptime Calculation and Service Levels for Windows 10 IoT Core Services
"**Maximum Available Minutes**" is the total number of minutes for a given Windows 10 IoT Core Services deployed by the Customer in a Microsoft Azure subscription during a billing month.
"**Downtime**" is the total number of minutes within the Maximum Available Minutes during which Windows 10 IoT Core Services is unavailable. A minute is considered unavailable for a given Windows 10 IoT Core Services instance if all continuous attempts to sign into Device Update Center or perform an operation within Device Update Center throughout the minute either return an Error Code or do not result in a Success Code within two minutes.
"**Monthly Uptime Percentage**" The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU\ -\ DDDDDDMMMMMMDDUU}{MMuuxxMMDDMMDD\ AAssuuMMuuuuuuuuUU\ MMMMMMMMMMUUUU} xx\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Windows 10 IoT Core Services

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

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Other Online Services

Microsoft Defender for Identity

Additional Definitions:
"**Downtime**" is Any period of time when the admin is unable to access the Microsoft Defender for Identity portal.

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} xx\ 100$$

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.

Service Credit:

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

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Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

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

$$\frac{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMUUUU MMMM uu DDDDMMMMh} - \text{DDDDDDDMMMMMMDDUU}}{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMUUUU MMMM uu DDDDMMMMh}} xx\ 100$$

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

Service Credit:

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

In Process

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

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

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Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

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

$$\frac{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMUUUU MMMM uu DDDDMMMMh} - \text{DDDDDDDMMMMMMDDUU}}{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMUUUU MMMM uu DDDDMMMMh}} xx\ 100$$

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

Service Credit:

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

DocuSign Envelope ID: 13D979C9-1000-46E9-B6CF-F05B0E911BB3

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

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

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Microsoft Cloud App Security

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

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

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

where Downtime is measured in user-minutes; that is, for each 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.

Service Credit:

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

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Cloud App Security) that provide updates via API (application programming interface) to any services licensed as part of the Service subscription.

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Microsoft Power Automate

Downtime: Any period of time when users' flows have no connectivity to Microsoft's Internet gateway.

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

$$\frac{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh\ -\ DDDDDDMMMMMMDDUU}{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh} \times 100$$

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.

Service Credit:

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

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Power Automate.

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Microsoft Intune

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Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{xx } 100$$

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.

Service Credit:

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

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

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Microsoft Kaizala Pro

Downtime: Any period of time when end users are unable to read or post message in organizations groups for which they have appropriate permissions.

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

In Process

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} \text{xx } 100$$

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.

Service Credit:

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

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Microsoft Power Apps

Downtime: Any period of time when users are unable to read or write any portion of data in Microsoft Power Apps to which they have appropriate permissions.

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

$$\frac{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMMMUUUU MMMM uu DDDDWWWWh} - \text{DDDDDDMMMMMMDDUU}}{\text{TTDDMMuuuu MMMMDDuuUUUU DDoo DDMMMMMMMMMMUUUU MMMM uu DDDDWWWWh}} \text{xx } 100$$

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.

Service Credit:

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

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Power Apps.

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Microsoft Power Virtual Agents

Additional Definitions:

"Total Message Requests" is the total number of requests made by an end user to Power Virtual Agents during a billing month.
"Failed Message Requests" are the total number of requests within Total Message Requests that Power Virtual Agents is unable to send a response message to due to a system error within Power Virtual Agents.

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

$$\frac{TTDDMMuuuu\ \ MMUUUUUUuuAAUU\ \ RRUURRMMUUUUMMUU\ -\ DDuuMMuuUUee\ \ MMUUUUUUuuAAUU\ \ RRUURRMMUUUUMMUU}{TTDDMMuuuu\ \ MMUUUUUUuuAAUU\ \ RRUURRMMUUUUMMUU} xx\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

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Microsoft Sustainability Manager

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

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

$$\frac{UUUUUUUU\ \ MMMMMMMMMMUUUU\ \ -\ DDDDDDMMMMMMDDUU}{UUUUUUUU\ \ MMMMMMMMMMUUUU} xx\ 100$$

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.

Service Credit:

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

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Minecraft: Education Edition

Downtime: Any period of time when users are unable to access Minecraft: Education Edition.

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

$$\frac{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh\ -\ DDDDDDMMMMMMDDUU}{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh} xx\ 100$$

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.

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Service Credit:

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

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Power BI Embedded

Deployment Minutes: The total number of minutes for which a given embedded capacity has been active during a billing month.

Maximum Available Minutes: The sum of all Deployment Minutes for a specific embedded capacity provisioned by a customer in a given Microsoft Azure subscription during a billing month.

Downtime Minutes: The total accumulated Deployment Minutes during which an embedded capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.
Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).
Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

$$\frac{MMuuxxMMDDMMDD \quad AAssuuMMuuuuuuuuUU \quad MMMMMMMMMMUUUU \quad - \quad DDDDDDMMMMMMDDUU \quad MMMMMMMMMMUUUU}{MMuuxxMMDDMMDD \quad AAssuuMMuuuuuuuuUU \quad MMMMMMMMMMUUUU} \; xx \; 100$$

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Service Credit:

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

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Power BI Premium

Capacity: Means a named capacity provisioned by an admin through the Power BI Premium capacity admin portal. A Capacity is a grouping of one or more nodes.
Maximum Available Minutes: The sum of all minutes that a given Capacity has been instantiated during a billing month for a given tenant.

Downtime Minutes: The total accumulated minutes in a billing month for a given Capacity, after its creation, or before it is deprovisioned when the Capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.
Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).
Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

$$\frac{MMuuxxMMDDMMDD \quad AAssuuMMuuuuuuuuUU \quad MMMMMMMMMMUUUU \quad - \quad DDDDDDMMMMMMDDUU \quad MMMMMMMMMMUUUU}{MMuuxxMMDDMMDD \quad AAssuuMMuuuuuuuuUU \quad MMMMMMMMMMUUUU} \; xx \; 100$$

Service Credit:

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

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Power BI Pro

Downtime Minutes: The total accumulated minutes in a billing month during which all Power BI features listed below are unavailable:
View: View Power BI Dashboards, Reports, and Apps in the service.
Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).
Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

$$\frac{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh\ -\ DDDDDDMMMMMMDDUU\ MMMMMMMMMMUUUU}{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh} xx\ 100$$

Service Credit:

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

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Translator API

In Process

Downtime: Any period of time when users are not able to perform translations.

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

$$\frac{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh\ -\ DDDDDDMMMMMMDDUU}{TTDDMMuuuu\ MMMMDDuuUUUU\ DDoo\ DDMMMMMMMMUUUU\ MMMM\ uu\ DDDDMMMMh} xx\ 100$$

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

Service Credit:

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

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Microsoft Defender for Endpoint

Additional Definitions:
"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for Microsoft Defender for Endpoint portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.
"**Tenant**" represents Microsoft Defender for Endpoint customer specific cloud environment.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes in which the Customer unable to access any portion of a Microsoft Defender for Endpoint portal site collections for which they have appropriate permissions and customer has a valid, active, license.

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

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$$\frac{\text{MMuuxxMMDDMMDD AAssuuMMuuuuuuuuUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{MMuuxxMMDDMMDD AAssuuMMuuuuuuuuUU MMMMMMMMMMUUUU}} xx\ 100$$

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.

Service Credit:

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

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

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Universal Print

Downtime: Any period of time when unavailability of the Universal Print Service results in the inability for users to discover printers or submit print jobs, or the inability for administrators to register or configure printers, manage access control, or monitor Universal Print status and usage.

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

$$\frac{\text{UUUUUUUU MMMMMMMMMMUUUU} - \text{DDDDDDMMMMMMDDUU}}{\text{UUUUUUUU MMMMMMMMMMUUUU}} xx\ 100$$

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..

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Service Credit:

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

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

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Windows 365

Cloud PC: the specific instance of Windows 365 licensed to a user.

Downtime: measured in minutes, the period in which all connection attempts by a specific user to a specific Cloud PC were unsuccessful, excluding any of the following types of failures:

1. Failures resulting from the Cloud PC being in an inoperable state unrelated to the underlying Azure infrastructure (e.g. damaged or corrupt operating system, operating system configuration, or misconfiguration); and
2. Failure resulting from an application or other software installed on the Cloud PC.

Individual Downtime: means Downtime for a given user for each month.

Individual Minutes: means the User Minutes for a given user for each month.

Individual Uptime Percentage: Individual Uptime Percentage is calculated as:

$$\frac{\text{IIMMeeMMssMMeeMMuuuuu MMMMMMMMMMUUUU} - \text{IIMMeeMMssMMeeMMuuuuu DDDDDDMMMMMMDDUU}}{\text{IIMMeeMMssMMeeMMuuuuu MMMMMMMMMMUUUU}} xx\ 100$$

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Per-User Credit: For a month in which the Regional Uptime Percentage is less than 99.9%, a Per-User Credit shall be calculated as a percentage of the per user portion of the Applicable Monthly Service Fees for each user for whom the Individual Uptime Percentage was less than 99.9% according to the following table (provided, however, that any Individual Uptime Percentage that is lower than the Regional Uptime Percentage shall be deemed to be equal to the Regional Uptime Percentage):

Individual Uptime Percentage	Per User Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

Region: means the regions detailed at: https://aka.ms/DSLARegionLink.

Regional Downtime: means the sum of all your Downtime in a Region for each month.

Regional Minutes: means the User Minutes in a Region for each month.

Regional Uptime Percentage: is calculated using the following formula:

$$\frac{RRUUAAMMDDMMuuuu\ \ MMMMMMMMMMUUUU\ \ -\ \ RRUUAAMMDDMMuuuu\ \ DDDDDDMMMMMMDDUU}{RRUUAAMMDDMMuuuu\ \ MMMMMMMMMMUUUU} \ xx\ 100$$

Service Credit: for Windows 365, Service Credits are not a percentage of the Applicable Monthly Service Fee, but shall be the sum of all Per-User Credits.

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Appendix A – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive

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

1. Virus Detection and Blocking Service Level

a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available throughout the EOP network.
c. Must result from a non-purposeful infection.
d. The Virus must have been scanned by the EOP virus filter.
e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove it. If this results in the prevention of an infection, you won't be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
f. The Virus Detection and Blocking Service Level shall not apply to:
    i. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
    ii. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable 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 Effectiveness is below 99%	Service Credit
>25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

a. "False Positive" is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in 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:
    i. bulk, personal, or pornographic email
    ii. email containing a majority of non-English content
    iii. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
    iv. email delivered to the junk folder
f. The Service Credit available for the False Positive Service is:

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

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Appendix B - Service Level Commitment for Uptime and Email Delivery

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%

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Appendix A
Scope of Services

Microsoft Documents:

A7. Business Associate Addendum

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HIPAA Business Associate Agreement

If Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data or FastTrack Data, execution of a license agreement that includes the Online Services Terms ("Agreement") will incorporate the terms of this HIPAA Business Associate Agreement ("BAA") into that Agreement. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

1. Definitions.

Except as otherwise defined in this BAA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Agreement.

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

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

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

"Customer", for this BAA only, means Customer and its Affiliates.

"FastTrack Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by or on behalf of Customer for Microsoft's performance of the FastTrack Services.

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"FastTrack Services" means the onboarding and migration services for Office 365 Services specified as being in scope for this BAA on the FastTrack Center BAA site at http://aka.ms/FastTrackBAA (or successor site) that are provided to Customer by Microsoft in connection with Customer's subscription for Office 365 Services, excluding services that are performed using third-party software or software that is not hosted by Microsoft.

"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.

"Microsoft Online Services", for this BAA only, means Office 365 Services, Microsoft Azure Core Services, Microsoft Dynamics 365 Core Services, Microsoft Intune Online Services, Microsoft Power Platform Core Services, and/or Microsoft Cloud App Security, each as defined in the "Data Protection Terms" section of the Online Services Terms incorporated into the Agreement; Microsoft Healthcare Bot; and any additional Azure online services and U.S. Government online services listed as in scope for this BAA on the Microsoft Trust Center at https://www.microsoft.com/en-us/trustcenter/Compliance/HIPAA (or successor site); excluding Previews.

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

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"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 (a) through the use of the Microsoft Online Services or (b) for Microsoft's performance of the FastTrack Services.

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

2. Permitted Uses and Disclosures of Protected Health Information.

a. Performance of the Agreement for Microsoft Online Services. Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted under paragraph b of this Section.

b. Management, Administration, and Legal Responsibilities. Except as otherwise limited in this BAA, 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.

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3. 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 Agreement and/or this BAA or as otherwise Required by Law. Microsoft shall not disclose, capture, maintain, scan, index, transmit, share or Use Protected Health Information for any activity not authorized under the Agreement and/or this BAA. Neither Microsoft Online Services nor FastTrack Services shall 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 BAA; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

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(iii) **Reporting.** Microsoft shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA 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 Customer'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 five (5) business days after Microsoft's determination 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 Customer's legal obligations.

For purposes of this Section, "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 Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this BAA by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section 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.

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(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. Microsoft remains responsible for its Subcontractors' compliance with obligations in this BAA.

(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 Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with the Section titled "Disclosure of Customer Data" in the Agreement.

(vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make access to such Protected Health Information available to Customer 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 Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment

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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 Customer, shall within fifteen (15) days make available to Customer such information relating to Disclosures made by Microsoft as required for Customer 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 Customer in the performance of such obligation.

b. Customer Responsibilities.

(i) No Impermissible Requests. Customer 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. Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this BAA may be made electronically. Customer shall provide contact information as follows (or as Microsoft may specify from time to time): (1) the Azure Security Center for Microsoft Azure Core Services, (2) MSO-HIPAA@microsoft.com for other Azure or U.S. Government online services in scope for this BAA, and (3) the Message Center in the Admin Center for other Microsoft Online Services. Contact information (a) for Microsoft Azure Core Services must include the security contact information required on the Azure Security Center, (b) for other Azure or U.S. Government online services in scope for this BAA 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 Customer organization, and, if available, Customer's contract number, subscriber identification number, and Microsoft Online Direct Routing Domain (MODRD) (e.g. "contoso.onmicrosoft.com"), and (c) for other Microsoft Online Services must include information required for the Message Center Privacy reader role in the Admin Center. Customer shall ensure that such contact information remains up to date during the term of this BAA. Failure to submit and maintain as current the aforementioned contact information may delay Microsoft's ability to provide Breach notification under this BAA.

(iii) Safeguards and Appropriate Use of Protected Health Information. Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:

1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel through a technical support request or to community support forums; and (2) Customer'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 Customer Data or FastTrack Data once it is sent to or from Customer outside Microsoft Online Services or FastTrack Services over the public Internet, or if Customer fails to

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follow applicable instructions regarding physical media transported by a common carrier.

2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services or uses in connection with the FastTrack Services.

4. Applicability of BAA.

This BAA is applicable to Microsoft Online Services and FastTrack Services. Microsoft may, from time to time, (a) include additional Microsoft online services on the Microsoft Trust Center and/or in the "Data Protection Terms" section of the Online Services Terms incorporated into the Agreement or additional FastTrack Services on the FastTrack Center BAA site, and (b) update the definition of Microsoft Online Services and FastTrack Services in this BAA accordingly, and such updated definitions will apply to Customer without additional action by Customer. It is Customer's obligation to not store or process in an online service, or provide to Microsoft for performance of a professional service, protected health information (as that term is defined in 45 CFR § 160.103 of HIPAA) until this BAA is effective as to the applicable service.

5. Term and Termination.

a. **Term.** This BAA shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer's Agreement.

b. **Termination for Breach.** Upon written notice, either Party immediately may terminate the Agreement and this BAA if the other Party is in material breach or default of any obligation in this BAA. Either party may provide the other a thirty (30) calendar day period to cure a material breach or default within such written notice.

c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this BAA, 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 Agreement. If it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this BAA, then Microsoft shall extend the protections of this BAA, 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.

6. Miscellaneous.

a. **Interpretation.** The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this BAA conflicts with the Agreement, all other terms and conditions of the Agreement remain unchanged. Any captions or headings in this BAA are for the convenience of the Parties and shall not affect the interpretation of this BAA.

b. **BAAs; Waiver.** This BAA 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 BAA is intended to confer, nor shall anything in this BAA 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. **Severability.** In the event that any provision of this BAA is found to be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, but rather the remainder of this BAA shall be enforced to the greatest extent permitted by law.

e. **No Agency Relationship.** It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Customer and Microsoft under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render Microsoft an agent of Customer.

In Process

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Appendix A
Scope of Services

Microsoft Documents:

A8. Supplemental Contact Information Form

In Process

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Microsoft | Volume Licensing

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☐ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

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; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

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

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

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

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

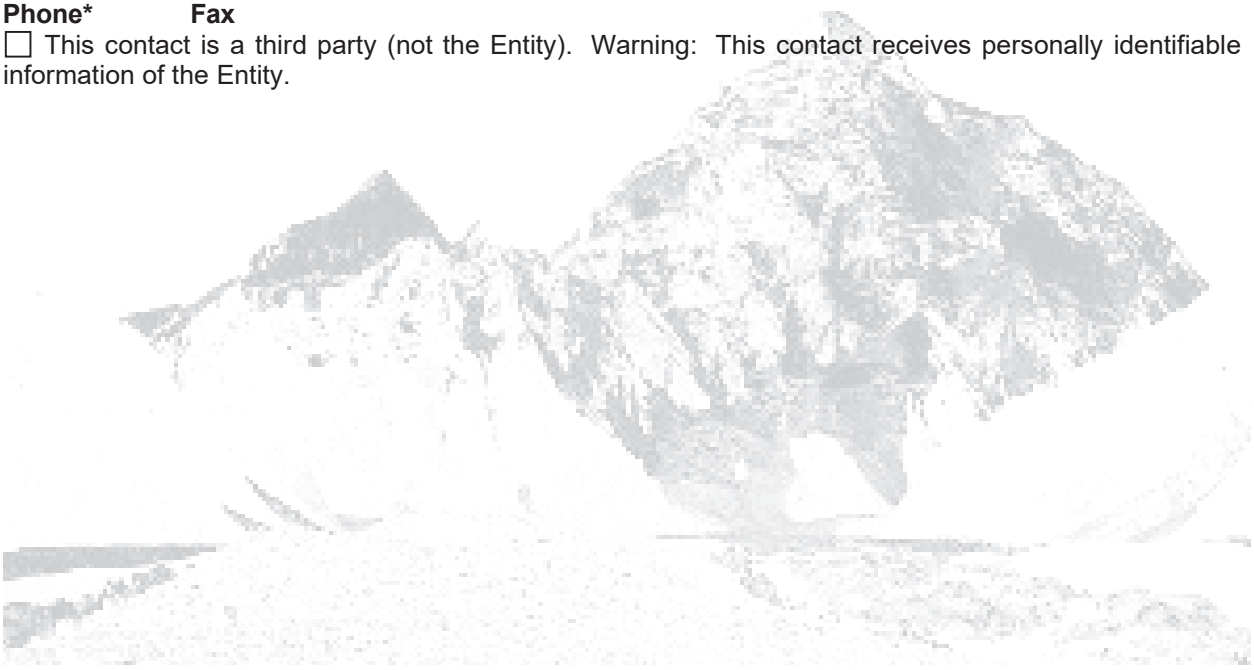
Name of Entity*
Contact name*: First Last

Contact email*
Street address*
City* **State*** **Postal code***
Country*:
Phone* **Fax**

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ Same as primary contact
Name of Entity*
Contact name*: First **Last**
Contact email*
Street address*
City* **State*** **Postal code***
Country*:
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



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Appendix B
Calculation of Charges

I. Calculation of Charges

Total Estimated Cost - Summary	
Description	**TOTAL**
Year 1: Estimated Spend – All Departments	$ 12,991,955.71
Year 2: Estimated Spend – All Departments	$ 13,309,626.23
Year 3: Estimated Spend – All Departments	$ 13,659,423.88
Year 1: Estimated True Ups – All Departments	$ 1,948,793.36
Year 2: Estimated True Ups – All Departments	$ 1,996,443.93
Year 3: Estimated True Ups – All Departments	$ 2,048,913.58
Estimated As-Needed Spend Years 1-3	$ 9,045,000.00
TOTAL ESTIMATED SPEND:	$ 55,000,000.00

In Process

Contractor shall provide invoices to the City on an annual basis for the Licensed Software.

II. Affiliate Enrollments

The City has 14 separate Microsoft enrollments. Thirteen of the enrollments are for specific City departments. The remaining enrollment will include 9 smaller City departments. The 13 City departments with their own separate enrollments and the 9 smaller City departments rolled into a single enrollment, will each issue separate Purchase Orders for the goods covered by the contract and shall be released against this contract during the contract term. Contractor shall accept Purchase Orders from 22 separate City departments and will invoice each accordingly.

The total estimated cost of the enrollments when combined, equals the estimated spend and true-up identified above. Contractor shall facilitate the execution of all required enrollment documents for each affiliate. Each affiliate's product selections are attached to this Appendix B.

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III. Additional As-Needed Purchase Pricing:

MAXIMUM MARK-UP TO MANUFACTURER'S PRICE

For all Microsoft products purchased through this contract, Supplier shall not mark-up the price above the percentage rate identified herein:

Microsoft Category	Category Description	Pricing Level	Maximum Supplier Markup Percentage
Enterprise Online Services	Full USLs, From SA USLs, Add-ons and Step Ups. M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Government Level D	0.50%
Enterprise Products	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Government Level D	0.50%
Additional Products	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Government Level D	0.50%
Server and Tools Product (applies to Server and Cloud Enrollments only)	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Government Level D	0.50%
All products for Select Plus Agreement No. 7756479		Government Level D	0.50%

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Department Quote:	**Department of Technology** 1 South Van Ness, Suite 200 San Francisco, CA, United States, 94102

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	1	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	740	$ 164.32	$ 121,599.88	$ 164.32	$ 121,599.88	$ 164.32	$ 121,599.88
9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	852	$ 383.54	$ 326,778.77	$ 383.54	$ 326,778.77	$ 383.54	$ 326,778.77
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	48	$ 35.20	$ 1,689.37	$ 35.20	$ 1,689.37	$ 35.20	$ 1,689.37
NK7-00066	IdentityMgrCAL ALNG SA MVL UsrCAL	30	$ 2.88	$ 86.49	$ 2.88	$ 86.49	$ 2.88	$ 86.49
359-00792	SQLCAL ALNG SA MVL DvcCAL	203	$ 37.12	$ 7,534.77	$ 37.12	$ 7,534.77	$ 37.12	$ 7,534.77
359-00765	SQLCAL ALNG License/SA MVL DvcCAL	7	$ 86.69	$ 606.81	$ 86.69	$ 606.81	$ 86.69	$ 606.81
810-04760	SQLSvrEnt ALNG SA MVL	4	$ 1,527.81	$ 6,111.23	$ 1,527.81	$ 6,111.23	$ 1,527.81	$ 6,111.23
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	24	$ 2,444.68	$ 58,672.37	$ 2,444.68	$ 58,672.37	$ 2,444.68	$ 58,672.37
228-04433	SQLSvrStd ALNG SA MVL	1	$ 159.64	$ 159.64	$ 159.64	$ 159.64	$ 159.64	$ 159.64
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	45	$ 637.60	$ 28,691.86	$ 637.60	$ 28,691.86	$ 637.60	$ 28,691.86
7NQ-00302	SQLSvrStdCore ALNG License / SA MVL 2Lic CoreLic	5	$ 1,487.65	$ 7,438.23	$ 1,487.65	$ 7,438.23	$ 1,487.65	$ 7,438.23
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	230	$ 23.42	$ 5,387.38	$ 23.42	$ 5,387.38	$ 23.42	$ 5,387.38
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	36	$ 124.44	$ 4,480.00	$ 124.44	$ 4,480.00	$ 124.44	$ 4,480.00
9EM-00270	WinSvrstandardCore ALNG SA MVL 2Lic CoreLic	1	$ 19.10	$ 19.10	$ 19.10	$ 19.10	$ 19.10	$ 19.10

		Qty	Monthly Price Year 1	Year 1 Estimated Total	Monthly Price Year 2	Year 2 Estimated Total	Monthly Price Year 3	Year 3 Estimated Total
Monthly Subscriptions Enterprise Lead								
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	11,133	$ 28.54	$ 3,812,630.78	$ 28.54	$ 3,812,630.78	$ 28.54	$ 3,812,630.78
AAD-34700	M365 G3 Unified From SA GCC Sub Per User	7,347	$ 24.80	$ 2,186,888.62	$ 24.80	$ 2,186,888.62	$ 24.80	$ 2,186,888.62
U4S-00002	O365 G1 GCC Sub Per User	7,300	$ 7.66	$ 670,810.14	$ 7.66	$ 670,810.14	$ 7.66	$ 670,810.14
AAD-32907	EMS G3 GCC ALng Sub Per User	7,300	$ 6.86	$ 600,660.06	$ 6.86	$ 600,660.06	$ 6.86	$ 600,660.06
T2N-00005	Office 365 G5 Step up From O365 G3 GCC Sub Per User	80	$ 14.09	$ 13,530.32	$ 14.09	$ 13,530.32	$ 14.09	$ 13,530.32
AAA-10787	Win E3 ALng Sub Per User	7,300	$ 4.96	$ 434,930.50	$ 4.96	$ 434,930.50	$ 4.96	$ 434,930.50
Monthly Subscriptions Enterprise - Tenant ID: Test (Commercial Tenant)								
AAD-33204	M365 E3 Unified FUSL GCC Sub Per User	20	$ 28.54	$ 6,849.24	$ 28.54	$ 6,849.24	$ 28.54	$ 6,849.24
Additional Online Services- Test (Commercial Tenant)								
NK4-00002	Power BI Pro Sub Per User	5	$ 7.48	$ 448.65	$ 7.48	$ 448.65	$ 7.48	$ 448.65
TRS-00002	Project P1 Sub Per User	5	$ 7.49	$ 449.25	$ 7.49	$ 449.25	$ 7.49	$ 449.25
LK6-00004	Teams Phone Standard Sub Per User	10	$ 5.99	$ 718.32	$ 5.99	$ 718.32	$ 5.99	$ 718.32
Additional Online Services GCC - Lead Tenant								
J5U-00004	Azure prepayment - US Gov $0 Provision sku	1	$ -	$ -	$ -	$ -	$ -	$ -
3GU-00001	Defender for O365 Plan 1 GCC	1,560	$ 1.50	$ 28,108.08	$ 1.50	$ 28,108.08	$ 1.50	$ 28,108.08
PEY-00002	GitHub Enterprise Sub Per User	52	$ 15.73	$ 9,812.84	$ 15.73	$ 9,812.84	$ 15.73	$ 9,812.84
J8S-00003	Power Apps Per App GCC Sub 1 App or Portal	240	$ 4.40	$ 12,684.67	$ 4.40	$ 12,684.67	$ 4.40	$ 12,684.67
P3U-00001	Visio P2 GCC Sub Per User	1,455	$ 11.23	$ 196,097.10	$ 11.23	$ 196,097.10	$ 11.23	$ 196,097.10
MQN-00001	Azure Active Directory Premium P2 GCC Sub Per User	7	$ 6.74	$ 565.89	$ 6.74	$ 565.89	$ 6.74	$ 565.89
NYH-00001	Teams Audio Conferencing Select Dial Out	28,400	$ -	$ -	$ -	$ -	$ -	$ -
NUY-00001	D365 Case Management GCC Sub Per User	1	$ 34.17	$ 410.09	$ 34.17	$ 410.09	$ 34.17	$ 410.09
NVG-00005	D365 Customer Service GCC Sub Per User	4	$ 83.68	$ 4,016.81	$ 83.68	$ 4,016.81	$ 83.68	$ 4,016.81
TWQ-00001	D365 Customer Voice USL GCC Sub Per User	5	$ -	$ -	$ -	$ -	$ -	$ -
4ES-00001	EOA Exchange Online GCC Sub Per User	8,007	$ 2.32	$ 223,137.79	$ 2.32	$ 223,137.79	$ 2.32	$ 223,137.79
VA1-00001	Teams Room Pro for GCC	59	$ 35.24	$ 24,946.52	$ 35.24	$ 24,946.52	$ 35.24	$ 24,946.52
TWP-00008	D365 Customer Voice Additional Response GCC Sub 1K Survey	1	$ 88.09	$ 1,057.06	$ 88.09	$ 1,057.06	$ 88.09	$ 1,057.06
AAD-63092	M365 F3 Unified GCC	707	$ 6.84	$ 58,003.67	$ 6.84	$ 58,003.67	$ 6.84	$ 58,003.67
WFK-00004	Teams Premium GCC Sub Per User -	1	$ 8.32	$ 99.89	$ 8.32	$ 99.89	$ 8.32	$ 99.89
RMU-00004	Teams Phone Resource Account GCC Sub Phone System Virtual User	6	$ -	$ -	$ -	$ -	$ -	$ -
SEL-00001	Power Apps Plan GCC Sub Per User	96	$ 17.62	$ 20,295.48	$ 17.62	$ 20,295.48	$ 17.62	$ 20,295.48
1O5-00001	Power Automate Attended RPA USL GCC Sub Per User	19	$ 35.24	$ 8,033.63	$ 35.24	$ 8,033.63	$ 35.24	$ 8,033.63
SFL-00001	Power Automate Flow GCC Sub Min 5 Licenses	5	$ 88.09	$ 5,285.28	$ 88.09	$ 5,285.28	$ 88.09	$ 5,285.28
SFR-00001	Power Automate GCC Sub Per User	67	$ 13.21	$ 10,623.41	$ 13.21	$ 10,623.41	$ 13.21	$ 10,623.41
1O9-00001	Power Automate Unattended RPA AO GCC Sub Per Bot	5	$ 132.13	$ 7,927.92	$ 132.13	$ 7,927.92	$ 132.13	$ 7,927.92
HKL-00002	Power BI Premium P1 GCC Sub	3	$ 3,740.00	$ 134,639.87	$ 3,740.00	$ 134,639.87	$ 3,740.00	$ 134,639.87
DDJ-00001	Power BI Pro GCC Sub Per User	787	$ 7.48	$ 70,617.23	$ 7.48	$ 70,617.23	$ 7.48	$ 70,617.23
WDR-00001	Power Pages Anonymous Users T1 GCC Sub (500 User/Site/Mo)	1	$ 66.07	$ 792.79	$ 66.07	$ 792.79	$ 66.07	$ 792.79
WDW-00001	Power Pages Auth Users T1 GCC Sub (100 User/Site/Mo)	1	$ 176.18	$ 2,114.11	$ 176.18	$ 2,114.11	$ 176.18	$ 2,114.11
3PN-00001	Project Online Essentials GCC Sub Per User	140	$ 5.25	$ 8,812.00	$ 5.25	$ 8,812.00	$ 5.25	$ 8,812.00
PF1-00002	Project P1 GCC Sub Per User	11	$ 7.49	$ 988.35	$ 7.49	$ 988.35	$ 7.49	$ 988.35
7MS-00001	Project P3 GCC Sub Per User	642	$ 22.46	$ 173,050.64	$ 22.46	$ 173,050.64	$ 22.46	$ 173,050.64
7VX-00001	Project P5 GCC Sub Per User	170	$ 41.18	$ 84,009.53	$ 41.18	$ 84,009.53	$ 41.18	$ 84,009.53
LM9-00029	Teams Domestic Calling Plan GCC Sub Per User	95	$ 7.05	$ 8,033.63	$ 7.05	$ 8,033.63	$ 7.05	$ 8,033.63
LK9-00003	Teams Phone Standard GCC Sub Per User	550	$ 5.99	$ 39,507.47	$ 5.99	$ 39,507.47	$ 5.99	$ 39,507.47
Additional Online Services- CCSFAzureVDIGov Tenant - 7850504								
J5U-00004	Azure prepayment - US Gov - $0 Provision sku	1	$ -	$ -	$ -	$ -	$ -	$ -
JGU-00001	Azure Active Directory P1 GCC High Sub Per User	1	$ 6.07	$ 72.84	$ 6.07	$ 72.84	$ 6.07	$ 72.84
Additional Online Services- Azure Commercial SFGOV1 (9053885)								
AAA-35418	Azure Monetary Commitment Provision Sku Commercial Azure	1	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Annual Spend				**$ 9,431,220.00**		**$ 9,431,220.00**		**$ 9,431,220.00**
Estimated Annual True-Up				**$ 1,414,683.00**		**$ 1,414,683.00**		**$ 1,414,683.00**

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Department Quote:	**San Francisco Sheriff's Department** 1 Carlton B. Goodlett Pl Room 456 San Francisco, CA, United States, 93102-4605

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
125-00124	Azure DevOps Server ALng SA	1	$ 62.58	62.58	$ 62.58	$ 62.58	$ 62.58	$ 62.58
126-00196	Azure DevOps Server CAL ALng SA User CAL	20	$ 72.07	1,441.44	$ 72.07	$ 1,441.44	$ 72.07	$ 1,441.44
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	$ 2,444.68	4,889.36	$ 2,444.68	$ 4,889.36	$ 2,444.68	$ 4,889.36
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	6	$ 637.60	3,825.58	$ 637.60	$ 3,825.58	$ 637.60	$ 3,825.58
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	365	$ 23.42	8,549.54	$ 23.42	$ 8,549.54	$ 23.42	$ 8,549.54
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	60	$ 124.44	7,466.66	$ 124.44	$ 7,466.66	$ 124.44	$ 7,466.66

Monthly Subscriptions Additional Products								
		Qty	Monthly Price Year 1	Year 1 Estimated Total	Monthly Price Year 2	Year 2 Estimated Total	Monthly Price Year 3	Year 3 Estimated Total
7F4-00002	WINVDAE3 ALNG SubsVL MVL PerUsr	350	$ 8.81	37,002.00	$ 8.81	$ 37,002.00	$ 8.81	$ 37,002.00
Estimated Annual Spend				**$ 63,237.17**		**$ 63,237.17**		**$ 63,237.17**
Estimated Annual True-Up				**$ 9,485.58**		**$ 9,485.58**		**$ 9,485.58**

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Department Quote:	**City and County of San Francisco Public Health** 1001 Potero Ave Bldg 20 Rm 2500 San Francisco, CA, United States, 94110

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Enterprise Products								
Additional Online Services								
AAA-35418	Azure Commercial $0 Provision sku	1	$ -	$ -	$ -	$ -	$ -	$ -
Additional Products								
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	1	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	25	$ 303.66	$ 7,591.58	$ 303.66	$ 7,591.58	$ 303.66	$ 7,591.58
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	2,672	$ 164.32	$ 439,074.16	$ 164.32	$ 439,074.16	$ 164.32	$ 439,074.16
H04-00268	SharePointSvr ALNG SA MVL	2	$ 1,208.89	$ 2,417.78	$ 1,208.89	$ 2,417.78	$ 1,208.89	$ 2,417.78
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	12	$ 2,444.68	$ 29,336.19	$ 2,444.68	$ 29,336.19	$ 2,444.68	$ 29,336.19
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	219	$ 637.60	$ 139,633.73	$ 637.60	$ 139,633.73	$ 637.60	$ 139,633.73
7NQ-00302	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	146	$ 1,487.65	$ 217,196.34	$ 1,487.65	$ 217,196.34	$ 1,487.65	$ 217,196.34
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	700	$ 19.46	$ 13,621.61	$ 19.46	$ 13,621.61	$ 19.46	$ 13,621.61
6VC-01251	WinRmtDsktpSrvcsCAL ALNG License/SA MVL DvcCAL	400	$ 50.73	$ 20,292.27	$ 50.73	$ 20,292.27	$ 50.73	$ 20,292.27
Estimated Annual Spend				**$ 870,223.71**		**$ 870,223.71**		**$ 870,223.71**
Estimated Annual True-Up				**$ 130,533.56**		**$ 130,533.56**		**$ 130,533.56**

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Department Quote:	**San Francisco International Airport - ITT** 575 N. McDonnell Rd San Francisco, CA, United States, 94128-3162

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
076-01912	Prjct Std ALNG SA MVL	130	$ 126.73	$ 16,474.46	$ 126.73	$ 16,474.46	$ 126.73	$ 16,474.46
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	50	$ 208.17	$ 10,408.40	$ 208.17	$ 10,408.40	$ 208.17	$ 10,408.40
D87-01159	VisioPro ALNG SA MVL	200	$ 108.71	$ 21,741.72	$ 108.71	$ 21,741.72	$ 108.71	$ 21,741.72
D86-01253	VisioStd ALNG SA MVL	380	$ 55.86	$ 21,225.20	$ 55.86	$ 21,225.20	$ 55.86	$ 21,225.20
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	15	$ 1,060.06	$ 15,900.89	$ 1,060.06	$ 15,900.89	$ 1,060.06	$ 15,900.89
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	18	$ 303.66	$ 5,465.94	$ 303.66	$ 5,465.94	$ 303.66	$ 5,465.94
H04-00268	SharePointSvr ALNG SA MVL	6	$ 1,208.89	$ 7,253.33	$ 1,208.89	$ 7,253.33	$ 1,208.89	$ 7,253.33
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	97	$ 2,444.68	$ 237,134.18	$ 2,444.68	$ 237,134.18	$ 2,444.68	$ 237,134.18
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	116	$ 637.60	$ 73,961.25	$ 637.60	$ 73,961.25	$ 637.60	$ 73,961.25
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	50	$ 23.42	$ 1,171.17	$ 23.42	$ 1,171.17	$ 23.42	$ 1,171.17
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	240	$ 124.44	$ 29,866.64	$ 124.44	$ 29,866.64	$ 124.44	$ 29,866.64
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	1,032	$ 19.10	$ 19,710.25	$ 19.10	$ 19,710.25	$ 19.10	$ 19,710.25

Monthly Subscriptions Additional								
		Qty	Monthly Price Year 1	Year 1 Estimated Total	Monthly Price Year 2	Year 2 Estimated Total	Monthly Price Year 3	Year 3 Estimated Total
MQM-00001	Azure Active Directory Premium P1 GCC Sub Per User	1	$ 4.49	$ 53.93	$ 4.49	$ 53.93	$ 4.49	$ 53.93
MQN-00001	Azure Active Directory Premium P2 GCC Sub Per User	1	$ 6.74	$ 80.84	$ 6.74	$ 80.84	$ 6.74	$ 80.84
AAA-35418	Azure Monetary Commitment $0 Provision - Commercial Tenant	1	$ -	$ -	$ -	$ -	$ -	$ -
3QA-00008	Intune GCC Sub AP Per User	1	$ 5.64	$ 67.63	$ 5.64	$ 67.63	$ 5.64	$ 67.63
Estimated Annual Spend				**$ 460,515.82**		**$ 460,515.82**		**$ 460,515.82**
Estimated Annual True-Up				**$ 69,077.37**		**$ 69,077.37**		**$ 69,077.37**

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Department Quote:	**San Francisco Adult Probation Department** 880 Bryant Street, Room #200 San Francisco, CA, United States, 94103-4601

Expiring EA #55094369								
Part #	**Item Name**	**Qty**	**Annual Price Year 1**	**Year 1 Estimated Total**	**Annual Price Year 2**	**Year 2 Estimated Total**	**Annual Price Year 3**	**Year 3 Estimated Total**
Additional Products								
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	4	$ 636.96	$ 2,547.84	$ 636.96	$ 2,547.84	$ 636.96	$ 2,547.84
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	80	$ 19.08	$ 1,526.40	$ 19.08	$ 1,526.40	$ 19.08	$ 1,526.40
J5U-00004	Azure Monetary Commitment Provisoin - US Gov $0	1	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Annual Spend				**$ 4,074.24**		**$ 4,074.24**		**$ 4,074.24**
Estimated Annual True-Up				**$ 611.14**		**$ 611.14**		**$ 611.14**

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Department Quote:	**San Francisco Department of Children, Youth & Their Families (DCYF)** 1390 Market St., Ste. 900 San Francisco, CA, United States, 94102

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	100	$ 124.44	$ 12,444.00	$ 124.44	$ 12,444.00	$ 124.44	$ 12,444.00

Monthly Subscriptions Additional Products								
		Qty	Monthly Price Year 1	Year 1 Estimated Total	Monthly Price Year 2	Year 2 Estimated Total	Monthly Price Year 3	Year 3 Estimated Total
J5U-00001	Azure Monetary Commitment - US Gov	10	$ 100.10	$ 12,012.00	$ 100.10	$ 12,012.00	$ 100.10	$ 12,012.00
Monthly Subscriptions Additional Products - Azure Commercial Tenant								
6QK-00001	Azure Monetary Commitment - Commercial	10	$ 100.10	$ 12,012.00	$ 100.10	$ 12,012.00	$ 100.10	$ 12,012.00
Estimated Annual Spend				**$ 36,468.00**		**$ 36,468.00**		**$ 36,468.00**
Estimated Annual True-Up				**$ 5,470.20**		**$ 5,470.20**		**$ 5,470.20**

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Department Quote:	**Human Services Agency** 1650 Mission Street San Francisco, CA, United States, 94103-2479

EA #60335314

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Enterprise Products								
Additional Products								
D87-01159	VisioPro ALNG SA MVL	140	$ 108.71	$ 15,219.20	$ 108.71	$ 15,219.20	$ 108.71	$ 15,219.20
D86-01253	VisioStd ALNG SA MVL	20	$ 55.86	$ 1,117.12	$ 55.86	$ 1,117.12	$ 55.86	$ 1,117.12
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	30	$ 303.66	$ 9,109.90	$ 303.66	$ 9,109.90	$ 303.66	$ 9,109.90
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	244	$ 164.32	$ 40,095.10	$ 164.32	$ 40,095.10	$ 164.32	$ 40,095.10
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	180	$ 35.20	$ 6,335.13	$ 35.20	$ 6,335.13	$ 35.20	$ 6,335.13
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	56	$ 637.60	$ 35,705.43	$ 637.60	$ 35,705.43	$ 637.60	$ 35,705.43
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	200	$ 23.42	$ 4,684.68	$ 23.42	$ 4,684.68	$ 23.42	$ 4,684.68

Monthly Subscriptions Additional Products								
		Qty	Monthly Price Year 1	Year 1 Estimated Total	Monthly Price Year 2	Year 2 Estimated Total	Monthly Price Year 3	Year 3 Estimated Total
J5U-00001	Azure Monetary Commitment - US Gov	40	$ 100.10	$ 48,048.00	$ 100.10	$ 48,048.00	$ 100.10	$ 48,048.00
Estimated Annual Spend				**$ 160,314.55**		**$ 160,314.55**		**$ 160,314.55**
Estimated Annual True-Up				**$ 24,047.18**		**$ 24,047.18**		**$ 24,047.18**

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Department Quote:	**City and County of San Francisco-DPW** 30 Van Ness Ave., Ste. 4400 San Fransisco, CA, United States, 94102-6028

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	21	$ 1,060.06	$ 22,261.24	$ 1,060.06	$ 22,261.24	$ 1,060.06	$ 22,261.24
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	32	$ 164.32	$ 5,258.37	$ 164.32	$ 5,258.37	$ 164.32	$ 5,258.37
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	40	$ 35.20	$ 1,407.81	$ 35.20	$ 1,407.81	$ 35.20	$ 1,407.81
H22-00475	PrjctSvr ALNG SA MVL	1	$ 1,007.45	$ 1,007.45	$ 1,007.45	$ 1,007.45	$ 1,007.45	$ 1,007.45
H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL	160	$ 39.16	$ 6,265.46	$ 39.16	$ 6,265.46	$ 39.16	$ 6,265.46
H04-00268	SharePointSvr ALNG SA MVL	3	$ 1,208.89	$ 3,626.66	$ 1,208.89	$ 3,626.66	$ 1,208.89	$ 3,626.66
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	4	$ 2,444.68	$ 9,778.73	$ 2,444.68	$ 9,778.73	$ 2,444.68	$ 9,778.73
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	$ 637.60	$ 1,275.19	$ 637.60	$ 1,275.19	$ 637.60	$ 1,275.19
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	120	$ 23.42	$ 2,810.81	$ 23.42	$ 2,810.81	$ 23.42	$ 2,810.81
R39-00396	WinSvrExtConn ALNG SA MVL	11	$ 326.37	$ 3,590.03	$ 326.37	$ 3,590.03	$ 326.37	$ 3,590.03
AAA-35418	Azure Monetary Commitment Provision sku- US Commercial $0	1	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Annual Spend				**$ 57,281.74**		**$ 57,281.74**		**$ 57,281.74**
Estimated Annual True-Up				**$ 8,592.26**		**$ 8,592.26**		**$ 8,592.26**

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Department Quote:	**San Francisco Police Department** 850 Bryant Street, Room 454 San Francisco, CA, United States, 94103-4603

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
D87-01159	VisioPro ALNG SA MVL	250	$ 108.71	$ 27,177.15	$ 108.71	$ 27,177.15	$ 108.71	$ 27,177.15
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	1	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	276	$ 164.32	$ 45,353.47	$ 164.32	$ 45,353.47	$ 164.32	$ 45,353.47
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	264	$ 35.20	$ 9,291.52	$ 35.20	$ 9,291.52	$ 35.20	$ 9,291.52
H04-00268	SharePointSvr ALNG SA MVL	4	$ 1,208.89	$ 4,835.55	$ 1,208.89	$ 4,835.55	$ 1,208.89	$ 4,835.55
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	28	$ 2,444.68	$ 68,451.10	$ 2,444.68	$ 68,451.10	$ 2,444.68	$ 68,451.10
Estimated Annual Spend				**$ 155,412.46**		**$ 155,412.46**		**$ 155,412.46**
Estimated Annual True-Up				**$ 23,311.87**		**$ 23,311.87**		**$ 23,311.87**

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Department Quote:	**CCSF - Planning Department** 1650 Mission Street, Suite 400 San Francisco, CA, United States, 94103-2480

EA #77537771

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	88	$ 124.44	$ 10,951.10	$ 124.44	$ 10,951.10	$ 124.44	$ 10,951.10
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	120	$ 19.10	$ 2,291.89	$ 19.10	$ 2,291.89	$ 19.10	$ 2,291.89
Estimated Annual Spend				**$ 27,911.08**		**$ 27,911.08**		**$ 27,911.08**
Estimated Annual True-Up				**$ 4,186.66**		**$ 4,186.66**		**$ 4,186.66**

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Department Quote:	**CCSF - DBI** 1650 Mission St., #306 San Francisco, CA, United States, 94103-2481

EA #88816493

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
D87-01159	VisioPro ALNG SA MVL	40	108.71	4,348.34	108.71	$ 4,348.34	108.71	$ 4,348.34
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	1	1,060.06	1,060.06	1,060.06	$ 1,060.06	1,060.06	$ 1,060.06
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	12	303.66	3,643.96	303.66	$ 3,643.96	303.66	$ 3,643.96
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	50	164.32	8,216.21	164.32	$ 8,216.21	164.32	$ 8,216.21
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	138	35.20	4,856.93	35.20	$ 4,856.93	35.20	$ 4,856.93
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	28	637.60	17,852.71	637.60	$ 17,852.71	637.60	$ 17,852.71
9EA-00273	WinSvrDCCore ALNG SA MVL 16Lic CoreLic	3	995.19	2,985.58	995.19	$ 2,985.58	995.19	$ 2,985.58
9EM-00267	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	3	151.35	454.05	151.35	$ 454.05	151.35	$ 454.05
Estimated Annual Spend				**$ 43,417.85**		**$ 43,417.85**		**$ 43,417.85**
Estimated Annual True-Up				**$ 6,512.68**		**$ 6,512.68**		**$ 6,512.68**

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Department Quote:	**San Francisco Public Utilities Commission** 525 Golden Gate Ave., 5th Floor San Francisco, CA, United States, 94102

Part #	Item Name	Quantity Year 1	Annual Price Year 1	Year 1 Estimated Total	Quantity Year 2	Annual Price Year 2	Year 2 Estimated Total	Quantity Year 3	Annual Price Year 3	Year 3 Estimated Total
Enterprise Products										
021-05331	Office Standard L/SA	25	$ 152.63	3,815.81	25	$ 152.63	$ 3,815.81	50	$ 152.63	$ 7,631.62
Additional Products										
076-01912	Prjct Std ALNG SA MVL	125	$ 126.73	15,840.83	125	$ 126.73	$ 15,840.83	125	$ 126.73	$ 15,840.83
D87-01159	VisioPro ALNG SA MVL	25	$ 108.71	2,717.72	25	$ 108.71	$ 2,717.72	25	$ 108.71	$ 2,717.72
D86-01253	VisioStd ALNG SA MVL	300	$ 55.86	16,756.74	300	$ 55.86	$ 16,756.74	300	$ 55.86	$ 16,756.74
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	1	$ 1,060.06	1,060.06	1	$ 1,060.06	$ 1,060.06	1	$ 1,060.06	$ 1,060.06
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	14	$ 303.66	4,251.29	14	$ 303.66	$ 4,251.29	14	$ 303.66	$ 4,251.29
359-00792	SQLCAL ALNG SA MVL DvcCAL	5	$ 37.12	185.59	5	$ 37.12	$ 185.59	5	$ 37.12	$ 185.59
359-00961	SQLCAL ALNG SA MVL UsrCAL	30	$ 37.12	1,113.51	30	$ 37.12	$ 1,113.51	30	$ 37.12	$ 1,113.51
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	24	$ 2,444.68	58,672.37	24	$ 2,444.68	$ 58,672.37	24	$ 2,444.68	$ 58,672.37
228-04433	SQLSvrStd ALNG SA MVL	10	$ 159.64	1,596.39	10	$ 159.64	$ 1,596.39	10	$ 159.64	$ 1,596.39
9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	16	$ 17.78	284.44	16	$ 17.78	$ 284.44	16	$ 17.78	$ 284.44
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	1,600	$ 23.42	37,477.44	1600	$ 23.42	$ 37,477.44	1600	$ 23.42	$ 37,477.44
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	770	$ 124.44	95,822.13	770	$ 124.44	$ 95,822.13	770	$ 124.44	$ 95,822.13
R39-00396	WinSvrExtConn ALNG SA MVL	1	$ 326.37	326.37	1	$ 326.37	$ 326.37	1	$ 326.37	$ 326.37
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	547	$ 19.10	10,447.20	547	$ 19.10	$ 10,447.20	547	$ 19.10	$ 10,447.20

		Quantity Year 1	Monthly Price Year 1	Year 1 Estimated Total	Quantity Year 2	Monthly Price Year 2	Year 2 Estimated Total	Quantity Year 3	Monthly Price Year 3	Year 3 Estimated Total
Monthly Subscriptions Enterprise										
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	2,725	$ 28.54	$ 933,209.28	2725	$ 28.54	$ 933,209.28	2725	$ 28.54	$ 933,209.28
AAL-45737	M365 G5 GCC - "Step Up" From M365 G3 sku above (both skus required to get full M365 G5)	1	$ 18.50	$ 221.98	1301	$ 18.50	$ 288,798.27	2725	$ 18.50	$ 604,900.30
AAD-32907	EntMobandSecE3GCC Shared Alng MonthlySub	100	$ 6.86	$ 8,228.22	100	$ 6.86	$ 8,228.22	100	$ 6.86	$ 8,228.22
AAL-45735	M365 G5 GCC - Full G Suite USL	100	$ 47.05	$ 56,456.40	100	$ 47.05	$ 56,456.40	100	$ 47.05	$ 56,456.40
Monthly Subscriptions Additional Products										
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	2,825	$ -	$ -	2825	$ -	$ -	2825	$ -	$ -
WFK-00004	Teams Premium USL	100	$ 8.33	$ 9,993.98	100	$ 8.33	$ 9,993.98	100	$ 8.33	$ 9,993.98
8PC-00005	D365 Customer Voice GCC Sub 2K Survey Responses	1	$ 176.18	$ 2,114.11	1	$ 176.18	$ 2,114.11	1	$ 176.18	$ 2,114.11
TWQ-00001	D365 Customer Voice USL GCC Sub Per User	2,825	$ -	$ -	2825	$ -	$ -	2825	$ -	$ -
U4S-00002	O365 G1 GCC Sub Per User	100	$ 7.66	$ 9,189.18	100	$ 7.66	$ 9,189.18	100	$ 7.66	$ 9,189.18
4ES-00001	EOA Exchange Online GCC Sub Per User	100	$ 2.32	$ 2,786.78	100	$ 2.32	$ 2,786.78	100	$ 2.32	$ 2,786.78
RMU-00004	Phone Resource Account GCC Sub Phone System Virtual User	37	$ -	$ -	37	$ -	$ -	37	$ -	$ -
SEL-00001	Power Apps Plan GCC Sub Per User	1	$ 17.62	$ 211.41	1	$ 17.62	$ 211.41	1	$ 17.62	$ 211.41
SFR-00001	Power Automate GCC Sub Per User	20	$ 13.21	$ 3,171.17	20	$ 13.21	$ 3,171.17	20	$ 13.21	$ 3,171.17
HKL-00002	Power BI Premium P1 GCC Sub	1	$ 3,740.00	$ 44,879.96	1	$ 3,740.00	$ 44,879.96	1	$ 3,740.00	$ 44,879.96
DDJ-00001	Power BI Pro GCC Sub Per User	50	$ 7.48	$ 4,486.48	50	$ 7.48	$ 4,486.48	50	$ 7.48	$ 4,486.48
7MS-00001	Project P3 GCC Sub Per User	25	$ 22.46	$ 6,738.73	50	$ 22.46	$ 13,477.46	75	$ 22.46	$ 20,216.20
7VX-00001	Project P5 GCC Sub Per User	1	$ 41.18	$ 494.17	5	$ 41.18	$ 2,470.87	5	$ 41.18	$ 2,470.87
3RS-00003	SharePoint P2 GCC Sub Per User	20	$ 7.49	$ 1,797.00	20	$ 7.49	$ 1,797.00	20	$ 7.49	$ 1,797.00
J8S-00003	Power Apps 1 App or 1 Portal	4	$ 4.40	$ 211.41	4	$ 4.40	$ 211.41	4	$ 4.40	$ 211.41
LM9-00001	Teams Domestic Calling Plan GCC Sub Per User	75	$ 7.05	$ 6,342.34	100	$ 7.05	$ 8,456.45	100	$ 7.05	$ 8,456.45
LN9-00001	Teams International Calling Plan GCC Sub Per User	1	$ 21.14	$ 253.69	1	$ 21.14	$ 253.69	1	$ 21.14	$ 253.69
LK9-00003	Teams Phone Standard GCC Sub Per User	62	$ 5.99	$ 4,453.57	75	$ 5.99	$ 5,387.38	100	$ 5.99	$ 7,183.18
KXJ-00001	Teams Shared Devices GCC - Per Device	50	$ 5.99	$ 3,591.59	100	$ 5.99	$ 7,183.18	200	$ 5.99	$ 14,366.35
VA1-00001	Teams Room Pro GCC	1	$ 35.24	$ 422.82	5	$ 35.24	$ 2,114.11	10	$ 35.24	$ 4,228.22
6QK-00001	Azure Monetary Commitment - Commercial	9	$ 100.10	$ 10,810.80	9	$ 100.10	$ 10,810.80	9	$ 100.10	$ 10,810.80
Estimated Annual Spend				**$ 1,360,432.95**			**$ 1,666,055.47**			**$ 2,003,805.12**
Estimated Annual True-Up				**$ 204,064.94**			**$ 249,908.32**			**$ 300,570.77**

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Department Quote:	**SF City Attorneys Office** 1390 Market Street, Suite 1010 San Francisco, CA, United States, 94102-5341

Part #	Item Name	Quantity Year 1	Annual Price Year 1	Estimated Total Year 1	Quantity Year 2	Annual Price Year 2	Estimated Total Year 2	Quantity Year 3	Annual Price Year 3	Estimated Total Year 3
Additional Products										
H30-00238	Project Professional ALng SA 1 Server CAL	5	$ 208.17	$ 1,040.84	5	$ 208.17	$ 1,040.84	5	$ 208.17	$ 1,040.84
D87-01159	Visio Professional ALng SA	5	$ 108.71	$ 543.54	5	$ 108.71	$ 543.54	5	$ 108.71	$ 543.54
77D-00111	Visual Studio Pro MSDN ALng SA	1	$ 303.54	$ 303.54	1	$ 303.54	$ 303.54	1	$ 303.54	$ 303.54
7JQ-00343	SQL Server Enterprise Core ALng SA 2L	2	$ 2,444.68	$ 4,889.36	2	$ 2,444.68	$ 4,889.36	2	$ 2,444.68	$ 4,889.36
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	300	$ 23.42	$ 7,027.02	300	$ 23.42	$ 7,027.02	300	$ 23.42	$ 7,027.02
9EA-00273	Win Server DC Core ALng SA 16L	20	$ 995.19	$ 19,903.88	20	$ 995.19	$ 19,903.88	20	$ 995.19	$ 19,903.88
9EM-00270	Win Server Standard Core ALng SA 2L	40	$ 19.10	$ 763.96	40	$ 19.10	$ 763.96	40	$ 19.10	$ 763.96

Monthly Subscriptions Enterprise										
		Quantity Year 1	Monthly Price Year 1	Estimated Total Year 1	Quantity Year 2	Monthly Price Year 2	Estimated Total Year 2	Quantity Year 3	Monthly Price Year 3	Estimated Total Year 3
AAL-45735	M365 G5 Unified FUSL GCC Sub Per User	400	$ 40.17	$ 192,816.00	400	$ 42.68	$ 204,864.00	400	$ 45.19	$ 216,912.00
Estimated Annual Spend				***$ 227,288.16***			**$ 239,336.16**			**$ 251,384.16**
Estimated Annual True-Up				***$ 34,093.22***			**$ 35,900.42**			**$ 37,707.62**

In Process

1

Department Quote:	**Office of the Treasurer and Tax Collector** 1 Carlton B Goodlett Pl City Hall Room 140 San Francisco, CA, United States, 94102-4603

74811338

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
359-00961	SQLCAL ALNG SA MVL UsrCAL	2	$ 37.08	$ 74.16	$ 37.08	$ 74.16	$ 37.08	$ 74.16
228-04433	SQLSvrStd ALNG SA MVL	2	$ 159.48	$ 318.96	$ 159.48	$ 318.96	$ 159.48	$ 318.96
Estimated Annual Spend				**$ 393.12**		**$ 393.12**		**$ 393.12**
Estimated Annual True-Up				**$ 58.97**		**$ 58.97**		**$ 58.97**

2

Department Quote:	**City and County of San Francisco - Controller's Office** 1 Dr. Carlton B Goodlett Place #488 San Francisco, CA, United States, 94102-4613

90241480

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	1	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66
QEK-00001	VSProSub w/GitHub MSDN ALNG License SA MVL	5	$ 346.55	$ 1,732.73	$ 346.55	$ 1,732.73	$ 346.55	$ 1,732.73
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	10	$ 637.60	$ 6,375.97	$ 637.60	$ 6,375.97	$ 637.60	$ 6,375.97
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	150	$ 23.42	$ 3,513.51	$ 23.42	$ 3,513.51	$ 23.42	$ 3,513.51
Estimated Annual Spend				**$ 26,593.97**		**$ 26,593.97**		**$ 26,593.97**
Estimated Annual True-Up				**$ 3,989.10**		**$ 3,989.10**		**$ 3,989.10**

In Process

3

Department Quote:	**San Francisco Recreation and Park Department** 501 Stanyan Street San Francisco, CA, United States, 94117-1898

76544709

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	$ 2,444.68	$ 4,889.36	$ 2,444.68	$ 4,889.36	$ 2,444.68	$ 4,889.36
269-05623	Office Pro Plus License Plus SA	15	$ 208.61	$ 3,129.13	$ 208.61	$ 3,129.13	$ 208.61	$ 3,129.13
Estimated Annual Spend				***$ 8,018.49***		**$ 8,018.49**		**$ 8,018.49**
Estimated Annual True-Up				***$ 1,202.77***		**$ 1,202.77**		**$ 1,202.77**

4

Department Quote:	**Office of Community Investment and Infrastructure** 1 South Van Ness Avenue 5th Floor San Francisco, CA, United States, 94103-1226

Expiring EA # 47490242

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
359-00961	SQLCAL ALNG SA MVL UsrCAL	55	$ 37.08	$ 2,039.40	$ 37.08	$ 2,039.40	$ 37.08	$ 2,039.40
228-04433	SQLSvrStd ALNG SA MVL	2	$ 159.48	$ 318.96	$ 159.48	$ 318.96	$ 159.48	$ 318.96
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	40	$ 19.08	$ 763.20	$ 19.08	$ 763.20	$ 19.08	$ 763.20
Estimated Annual Spend				***$ 3,121.56***		**3,121.56**		**$ 3,121.56**
Estimated Annual True-Up				***$ 468.23***		**468.23**		**$ 468.23**

5

Department Quote:	**Human Resources Department** 1 South Van Ness, 4th Floor

Quote:	San Francisco, CA, United States, 94103-5413

Expiring Enrollment # 56182013

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
359-00961	SQLCAL ALNG SA MVL UsrCAL	6	$ 37.12	$ 222.70	$ 37.12	$ 222.70	$ 37.12	$ 222.70
228-04433	SQLSvrStd ALNG SA MVL	2	$ 159.64	$ 319.28	$ 159.64	$ 319.28	$ 159.64	$ 319.28
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	100	$ 23.42	$ 2,342.34	$ 23.42	$ 2,342.34	$ 23.42	$ 2,342.34
6VC-01252	WinRmtDsktpSrvcsCAL ALNG License/SA MVL UsrCAL	120	$ 54.69	$ 6,563.36	$ 54.69	$ 6,563.36	$ 54.69	$ 6,563.36
	Estimated Annual Spend			***$ 9,447.68***		**9,447.68**		**$ 9,447.68**
	Estimated Annual True-Up			***$ 1,417.15***		**1,417.15**		**$ 1,417.15**

6

Department Quote:	**Juvenile Probation Department** 375 Woodside Ave San Francisco, CA, United States, 94127-1221

Expriring Enrollment #84415401

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
D86-01253	VisioStd ALNG SA MVL	2	$ 55.86	$ 111.71	$ 55.86	$ 111.71	$ 55.86	$ 111.71
QEJ-00003	VSEntSub w/ GitHub MSDN ALNG SA MVL	1	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06	$ 1,060.06
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	16	$ 164.32	$ 2,629.19	$ 164.32	$ 2,629.19	$ 164.32	$ 2,629.19
H04-00268	SharePointSvr ALNG SA MVL	1	$ 1,208.89	$ 1,208.89	$ 1,208.89	$ 1,208.89	$ 1,208.89	$ 1,208.89
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	$ 637.60	$ 1,275.19	$ 637.60	$ 1,275.19	$ 637.60	$ 1,275.19
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	16	$ 124.44	$ 1,991.11	$ 124.44	$ 1,991.11	$ 124.44	$ 1,991.11
	Estimated Annual Spend			***$ 8,276.15***		**8,276.15**		**$ 8,276.15**
	Estimated Annual True-Up			***$ 1,241.42***		**1,241.42**		**$ 1,241.42**

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7

Department Quote:	**Port of San Francisco** Pier 1, The Embarcadero San Francisco, CA, United States, 94111-1214

65760168

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
Enterprise Products								
269-05704	OfficeProPlus ALNG SA MVL	50	$ 108.47	$ 5,423.50	$ 108.47	$ 5,423.50	$ 108.47	$ 5,423.50
Additional Products								
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	1	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66	$ 303.66
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	96	$ 124.44	$ 11,946.24	$ 124.44	$ 11,946.24	$ 124.44	$ 11,946.24
	Estimated Annual Spend			***$ 17,673.40***		**17,673.40**		**$ 17,673.40**
	Estimated Annual True-Up			***$ 2,651.01***		**2,651.01**		**$ 2,651.01**

8

Department Quote:	**San Francisco Employees' Retirement System** 1145 Market Street, 6th Floor San Francisco, CA, United States, (zip?)

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09	$ 2,444.68	$ 14,668.09
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	15	$ 23.42	$ 351.35	$ 23.42	$ 351.35	$ 23.42	$ 351.35
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	16	$ 124.44	$ 1,991.11	$ 124.44	$ 1,991.11	$ 124.44	$ 1,991.11
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	142	$ 19.10	$ 2,712.07	$ 19.10	$ 2,712.07	$ 19.10	$ 2,712.07
	Estimated Annual Spend			***$ 19,722.62***		**19,722.62**		**$ 19,722.62**
	Estimated Annual True-Up			***$ 2,958.39***		**2,958.39**		**$ 2,958.39**

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9

Department Quote:	**San Francisco Fire Department** 698 Second St, Room 303 San Francisco, CA, United States, 94107-2015

Part #	Item Name	Qty	Annual Price Year 1	Year 1 Estimated Total	Annual Price Year 2	Year 2 Estimated Total	Annual Price Year 3	Year 3 Estimated Total
Additional Products								
QEK-00003	VSProSub w/GitHub MSDN ALNG SA MVL	3	303.66	910.98	303.66	$ 910.98	303.66	$ 910.98
Estimated Annual Spend				***$ 910.98***		**$ 910.98**		**$ 910.98**
Estimated Annual True-Up				***$ 136.65***		**$ 136.65**		**$ 136.65**

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Appendix C
City and County of San Francisco Terms and Conditions

I. Hardware
II. Licensed Software
III. SaaS Application and Subscription Based Software
IV. Licensed Software and SaaS Maintenance and Support Services.

I. Hardware

A. Freight, Title, and Risk of Loss. Freight charges are included in the purchase price. Contractor will pack and ship all Equipment in accordance with good commercial practices. Contractor is responsible for local warehousing of the Equipment, where Contractor will inspect and inventory the Equipment. City representatives may participate in these activities. Title and risk of loss to the Equipment will pass to City upon delivery to the City's destination point. City will promptly inspect the delivered Equipment, and City has no duty to accept, and may rightfully reject, Equipment that has been damaged in transit or that fails to conform to the order. Title to Software, which remains with owner of applicable Software, does not pass at any time and usage but is governed by the applicable Software License Agreement.

B. Warranty of Service. Contractor warrants to the City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement. Warranty of Service claims must be asserted within a reasonable time of discovery. During the Warranty Period, in addition to warranty services, Contractor will provide maintenance services for the Equipment and support for the supplied Software as described in the Warranty Section of the Statement of Work. Those services and support are included in the Purchase Price.

C. Warranty of Performance Specifications. During the Warranty Period, Contractor hereby warrants that the Equipment will perform in accordance with the required functionality Specifications.

D. Equipment Warranty. During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

E. Software Warranty. During the Warranty Period, Contractor warrants the Software will perform in accordance with the terms of the software specifications. Contractor warrants that (i) it owns all rights, title, and interest in and to the Software under the terms and conditions of the Software License Agreement.

F. Warranty of Suitability for intended purpose. Contractor warrants that the projects and services will be suitable for the intended purpose of providing technology infrastructure and operations, technology security, service delivery, public safety systems and wiring.

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II. Licensed Software Terms

A. Grant of License. Subject to the terms and conditions of the products and services that are the subject of the Agreement, Contractor will pass through from Microsoft to City a non-exclusive and non-transferable license to use the Licensed Software. City acknowledges and agrees that this Agreement grants City no title or right of ownership in the Licensed Software.

Contractor agrees that in the event it discontinues its obligations under the terms of this Agreement, except as expressly provided for in Article 8 (Termination and Default), or that Microsoft ceases to market and/or provide maintenance and support for the Licensed Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current Source Code for all of the programs and all supporting Documentation for the Licensed Software then operating and installed at City's locations. If City should obtain the Source Code and the Documentation pursuant to this section, the only use made of the Source Code and the Documentation will be for the proper maintenance of the Licensed Software in connection with City's use of the Licensed Software as provided for, and limited by, the provisions of this Agreement.

In furtherance of its obligations as stated above, Contractor will provide to City a copy of the Source Code which corresponds to the most current version of the Licensed Software. Contractor agrees to update, enhance or otherwise modify such Source Code promptly upon its release of a new version of the Licensed Software to its other Licensees such that the Source Code is maintained as corresponding to the newest released version of the Licensed Software. City's right to possession of the Source Code will be governed by Appendix A.

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B. Restrictions on Use. City is authorized to use the Licensed Software only for City's internal purposes and only on the Designated CPU or the Designated Site specified in the Authorization Document. City agrees that it will, through its best efforts, not use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Licensed Software on other than the Designated CPU or Site.

C. Use on other than Designated CPU or Site. A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the City in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City

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cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

D. Transfer of Products. City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.

E. Documentation. Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

F. Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

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

H. Delivery. One copy of each of the Licensed Software products in computer readable form shall be transmitted to the City within the time periods specified in Appendix A.

I. Installation. If required in the Documentation, Contractor shall install the programs by within the time periods specified in Appendix A or if programs are part of a Project, as per the project schedule.

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J. Risk of Loss. If any of the Licensed Software products are lost or damaged during transmittal or before installation is completed, Contractor shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the City. If any of the Licensed Software products are lost or damaged while in the possession of the City, Contractor will promptly replace such products without charge, except for program storage media, unless supplied by the City.

K. Acceptance Testing. After Contractor has installed the Licensed Software, the City shall have a period of 7 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 Article 8 herein, and shall be entitled to a full refund of the license fee.

L. Training. If required in the Documentation, Contractor will be training in accordance with the terms in Appendix A. Upon request by the City, Contractor will provide additional training at its current best government rates.

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M. 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.

N. 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.

III. SaaS and Subscription Based Software

SaaS may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement. Contractor will ensure that the services provided under the Agreement meet the City's minimum requirements listed below.

A. SaaS Licensed Software. Subject to the terms and conditions of this Agreement, Contractor will procure Microsoft SaaS and Subscription Based Software including, but are not limited to the following services: Office 365. Contractor hereby grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Application and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

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B. Click-Wrap Disclaimer. No "click to accept" agreement that may be required for the City and/or Authorized Users' access to the SaaS Services or Contractor's Website and no "terms of use" or "privacy policy" referenced therein or conditioned for use of the SaaS Services or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the SaaS Services through the Contractor'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 City and/or each such Authorized User. The foregoing does not apply to the City's own click-wrap agreements in the event the City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by the City.

C. SaaS Application Title. City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights in the SaaS Application or SaaS Services except those expressly granted by this Agreement.

D. Authorized APIs. City shall be permitted to access and use Contractor's SaaS Application Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All

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flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

E. Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application or any related materials or Documentation.

F. Services Contractor Agrees to Perform Contractor may procure Microsoft SaaS Application and Hosted Services including, but are not limited to the following services: Microsoft Azure. In providing this service, Contractor will:

1. Provide all hardware, software and other equipment at Contractor's hosting site or any Description of Services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application and Services.

2. Provide Authorized Users access to the SaaS Application and Services pursuant to the grant of access in Article 4

3. Comply with the Service Level Obligations described in this Agreement. It is mutually agreed and understood, that the Service Level Obligations will be applied beginning on the first full calendar month following the Acceptance of the SaaS Application and Services.

4. Maintain the correct operation of the SaaS Application and Services, Contractor's Website, and provide SaaS Maintenance Services and support services as specified in this Agreement.

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5. Provide telephone support for Authorized Users in the operation of the SaaS Application and Services.

6. Provide Disaster Recovery Services as described in Section 13.4.4.

G. Acceptance Testing; Document Delivery; Training. After City has obtained access to the SaaS Application and Services, and subsequent to each SaaS Software version upgrade, revision and patch, City and Contractor shall conduct user acceptance testing, as the case may be, to verify that the SaaS Application and Services substantially conform to the specifications and City's requirements contained therein. In the event that the City determines that the SaaS Services do not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the SaaS Services 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 SaaS Services do not meet the Acceptance criteria set forth by the City, then the City shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of any fees paid as part of this Agreement prior to termination.

H. Document Delivery. Contractor will deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives City access to the SaaS Application and Services. The Documentation will accurately and completely describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-

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reliant with respect to access and use of the SaaS Application and Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge. The City may withhold its issuance of the notice of final Acceptance until City receives the completed Documentation.

I. Remote Software: Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

J. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by the Contractor (or its contractor) and shall provide the City with access to both a production environment with SaaS Application and data and a test environment with SaaS Application via Internet-access to use according to the terms herein.

K. Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9999% Service Level Availability.

L. Scheduled SaaS Maintenance

1. Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

2. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major scheduled upgrades.

M. Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during business hours in any month for which unscheduled SaaS maintenance is required. If Contractor fails to meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month).

N. Emergency Maintenance. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

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O. Notice of Unavailability: In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to, Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to DT-NOC@sfgov.org which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

P. Changes in Functionality. During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

Q. Service Levels for SaaS procured under this agreement.

1. Availability **Service Level: Service Level Standard.** Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

2. Calculation**:** (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)**.**

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3. Performance Credit.

(i) Where Percentage Uptime is greater than 99.9999%: No Performance Credit will be due to City.

(ii) Where Percentage Uptime is equal to or less than 99.9999 %: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

4. Response Time Transactions shall have a Response Time of two (2) seconds or less 99.9999% of the time each reporting month during the periods for which the Services are available.

5. Calculation. ((Total Transactions – Total Transactions failing Standard) / Total Transactions) * 100 = Percentage Response Time (as calculated by rounding to the second decimal point).

6. Performance Credit.

(i) Where Percentage Response Time is greater than 99.9999%: No Performance Credit will be due to City.

(ii) Where Percentage Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated

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on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

7. Service Level Standard. Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

8. Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

9. Performance Credit. SaaS Severity Level 1 – 2.

(i) Where Problem Response Time is greater than 99.9999%: No Performance Credit will be due to City.

(ii) Where Problem Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

10. SaaS Severity Level 3 – 4.

(i) Where Problem Response Time is greater than 99.9999%: No Performance Credit will be due to City.

In Process

(ii) Where Problem Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

R. Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

S. Failure to Meet Service Level Standards. In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to

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ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

T. Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

U. Audit of Service Levels. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

V. SaaS Hardware: Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under this Appendix.

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IV. Maintenance and Support

A. Licensed Software.

1. 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.

2. 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.

In Process

3. Charges Limited Term License. When the license term specified in the Authorization Document is less than perpetual, all charges for maintenance and support are included in the periodic license or rental fee.

Perpetual License. Where the license term specified in the Authorization Document is perpetual, all charges for maintenance and support are as follows:

(i) Periodic Payment License. If the license fee specified in the Authorization Document is payable in periodic payments, there will be no additional charge for maintenance and support during the period for which such periodic payments are payable or the first year of the term, whichever is longer.

(ii) Lump Sum Payment Licenses. If the license fee specified in the Authorization Document is payable in one lump sum, there will be no additional charge for the maintenance and support during the first year of the term.

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4. Software Maintenance and Support

Software Maintenance and Support may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the services provided under the Agreement meet the City's minimum requirements listed below.

a. Contractor shall provide Support Services and provide upgrades during the term of this Maintenance Agreement for the Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.

2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Software.

3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

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1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.

3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

5. Hotline Support. Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal

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holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

6. City Responsibilities Related to Support. City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software delivered under this Maintenance Agreement.

7. 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 the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that did not conform to the requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

In Process

8. Qualified Personnel. Work under this Maintenance Agreement shall be performed only be 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, and must be supervised by Contractor. Contractor shall assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

B. SaaS and Subscription Based Software.

Maintenance Services may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the maintenance services provided under the Agreement meet the City's minimum requirements listed below.

1. Contractor Software Version Upgrades, Software Revisions and Patches. Contractor shall provide and implement ALL SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and SaaS Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software and SaaS Services work with the non-hosted browser version.

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a. Deployment of these revisions will be mutually agreed upon between Contractor and City.

b. Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a fifteen (15) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.

c. After the evaluation period, Contractor shall conduct a deployment of the revision to the City test environment. The software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have forty-five (45) calendar day test window in which City has ability to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.

d. If a SaaS Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both Contractor and City during the test environment deployment test window, Contractor shall correct the SaaS Issue. The severity of a SaaS Issue will be initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

e. If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.

f. Unless there exist outstanding circumstances as described here within, Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful.

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Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.

g. In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.

2. Third-Party Software Revisions. At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; and (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in the Contractor Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

3. Response to SaaS Issues. Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times.

4. SaaS Software Maintenance Acceptance Period. Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If the City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

5. SAAS Technical Support

Technical Support shall be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the technical support provided under the Agreement meets the City's minimum requirements listed below.

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24x7 Technical Support: Authorized Users access Microsoft Technical Support by calling or emailing Microsoft Technical Support staff or by submitting a request via Microsoft customer service web portal. Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level 1 and 2 items will be addressed 24/7/365. SaaS Severity Level 3 and 4 items will be addressed during the standard business hours of 6:00am-6:00pm US Pacific Time. **Business Hours:** Technical Support shall be available between the business hours of 6:00am to 6:00 pm US Pacific Time. **After hours:** On-call technical support is available after 6pm and before 6:00am Pacific Time 24-hours a day/7 days a week/365 days a year, including Service Provider Holidays and weekends by accessing the Microsoft Portal.

SaaS Severity Level	***Target Response Time***
SaaS Severity Level 1: *Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.*	*Request Response Time: 30 minutes.* *Request Resolution Time Target: < 2 hours.* *Maximum Permitted Request Resolution Time: < 48 hours*
SaaS Severity Level 2: *Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.*	*Request Response Time: 1 hr.* *Request Resolution Time Target: < 4 hours* *Maximum Permitted Request Resolution Time: < 96 hours*
SaaS Severity Level 3: *Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.*	*Request Response Time: 1 hr.* *Request Resolution Time Target: < 6 hours* *Maximum Permitted Request Resolution Time: < 7 days*
SaaS Severity Level 4: *There is a problem or issue with no loss of service and no business impact.*	*Request Response Time: 1 hr.* *Request Resolution Time Target: < 24 hours* *Maximum Permitted Request Resolution Time: < 7 days*

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Appendix D

Compliance Requirements

1. **Price**

Only prices that appear on Appendix B will be considered. Prices shall be exclusive of any Federal, State, local sales or use tax. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

2. **Price Adjustment**

A. Contractor's Prices or Percent Mark Up over List or Percent Discount off List are to be firm for the initial term of the Agreement, from start date through the end of the term. Should the City choose to exercise its option years, Contractor's prices will be subject to negotiation between the parties.

3. **Purchase Orders and Invoicing**

The City will have 14 separate Microsoft enrollments. Thirteen of the enrollments will be for specific City departments. The remaining enrollment will include 9 smaller City departments. The 13 City departments with their own separate enrollments and the 9 smaller City departments rolled into a single enrollment, will each issue separate Purchase Orders for the goods covered by the contract and shall be released against the awarded contract during the contract term. Contractor agrees to accept Purchase Orders from 22 separate City departments and shall invoice each accordingly.

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San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230694

Bid/RFP #: SFGOV-0000008278

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	**EMAIL**
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Hao Xie	628-652-5166
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
TIS Department of Technology	hao.xie@sfgov.org

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5. CONTRACTOR	
NAME OF CONTRACTOR Zones, LLC	**TELEPHONE NUMBER** 253-545-7318
STREET ADDRESS (including City, State and Zip Code) 1102 15th Street SW, Auburn, WA 98001-6524	**EMAIL** sf.ms@zones.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER** SFGOV-0000008278	**FILE NUMBER (*If applicable*)** 230694
DESCRIPTION OF AMOUNT OF CONTRACT Not to Exceed $55,000,000		
NATURE OF THE CONTRACT *(Please describe)* The contract is a citywide enterprise agreement to purchase Microsoft software products and cloud computing solutions. The term is for thirty-six (36) months beginning September 1, 2023. The not-to-exceed is $55 million over the initial 36 months.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

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Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Lalji	Firoz	CEO
2	Jiambalvo	James	Board of Directors
3	Kirkpatrick	Ken	Board of Directors
4	Bauer	John	Board of Directors
5	Day	Russel	CFO
6	Hallock	Derrek	COO
7	Camden	Dominic	Other Principal Officer
8	Zones IT Solutions, Inc.		Shareholder
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9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

President, District 3
BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-6546

Aaron Peskin

PRESIDENTIAL ACTION

Date: 07/10/23

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

☐ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ _____ (Primary Sponsor)

Title. _____

☐ Transferring (Board Rule No 3.3)

File No. _____ _____ (Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

☒ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Engardio Replacing Supervisor: Mandelman

For: 07/12/23 (Date) Budget & Finance (Committee) Meeting

Start Time: _____ End Time: _____

Temporary Assignment: ○ Partial ◉ Full Meeting

Aaron Peskin, President
Board of Supervisors

City & County of San Francisco
London N. Breed, Mayor

Office of the City Administrator
Carmen Chu, City Administrator
Linda J. Gerull, CIO & Executive Director
Department of Technology

Date: June 2, 2023

To: Clerk of the Board of Supervisors

From: Linda Gerull
City CIO, Executive Director
Department of Technology

Re: Approval of the Citywide Enterprise Agreement with Zones LLC. for Microsoft Products
Supplier ID: 0000038064; Contract ID: 1000029070

The Department of Technology (DT) is seeking Board of Supervisors approval for a Citywide Enterprise Agreement (EA) with Zones, LLC for the purchase of all Microsoft software products and cloud computing solutions after having completed its competitive solicitation and negotiations.

Summary

- Bidding Process: DT and Office of Contract Administration (OCA) conducted an Invitation for Bids (IFB), and Zones, LLC submitted the lowest bid out of the qualifying respondents.
- Term: three years with six 1-year options to extend.
- Not-to-Exceed Amount: $55,000,000.
    - The estimated spend is $45,955,000 over the first 3-years, reflecting a 15% price increase every three years.
    - The not-to-exceed includes $9.0 million for possible upgrades to employee email accounts with enhanced security features and as needed products. The City's Chief Information Security Officer (CISO) is reviewing options to standardize all employees' email accounts so there will be uniform levels of security and threat protection. Any decisions to implement Microsoft enhanced security features would include a cost savings analysis resulting from the elimination of other software currently used for the same functionality.
- Scope: all Microsoft products for all City Departments except for MTA.

Price Reasonableness and Competitive Solicitation

Because Microsoft only sells its products through resellers, the City issued a public solicitation to all Microsoft Licensed Solution Providers (LSPs). Since pricing for large government entities in the United States is standardized by Microsoft, the main evaluation criteria for bids are the amount of mark-up implemented by resellers.

The City received two bids; one bid was submitted by Zones, LLC, and the other was submitted by CDW Government LLC. Zones, LLC submitted the lowest bid with a mark-up of only 0.50% above Microsoft's standard pricing for any large state and local governments, while CDW Government LLC submitted a mark-up of 1.25%.

If the City does not execute this EA taking advantage of this pricing and minimal mark-up, the cost of product licensing would be at a much higher rate (up to 12% higher).

Cost Control and Partnering with Microsoft

DT implemented a process to review email license counts across the city monthly and eliminate unused licenses and/or downgrade licenses for certain classifications of employees. While DHR requires all employees to have an email account for notification purposes, DT recognized not all employees require the full functionality of the highest email license. In consultation with departments, DT was able to identify and either downgrade or eliminate approximately 3,000 email licenses resulting in $414,000 savings per year.

The City also partnered with Microsoft to explore other cost savings opportunities. For example, in May 2021, President Biden released an Executive Order on Improving the Nation's Cybersecurity. In response to the Executive Order, Microsoft approached the City with an offer to provide 30,000 trial licenses to their M365-M5 security suite of tools. The City was able to successfully negotiate the following:

- 28,000 Enterprise Mobility and Security Licenses. These licenses are for an identity and access management solution that helps safeguard employee credentials and allow safe connections to apps. These licenses were provided to the City at no cost for 12-months, resulting in a savings of $1,560,000.

- 28,000 Audio Conference Licenses from June 2020 – August 2023. These licenses allowed City employees to arrange virtual meetings through Teams by adding a call-in number for audio and video connection. 28,000 licenses were provided to the City at no cost for 3-years, resulting in a savings of $3,554,880 ($1,184,960/year).

- 28,000 Audio Conference Licenses from September 2023 – August 2026. As part of the negotiations for this new EA, the City was able to extend the audio conference licenses for another 3-years at no cost. The savings to the City is $2,318,400 ($772,800/year), and allows City employees to continue using necessary tools to support its hybrid work schedule.

How will the contract benefit the City?

1. **Discounts**: Under this new contract, DT will receive the level D pricing for all large state and local governments, which reflects an approximate 12% discount off the market list prices. This enterprise agreement will provide protection against Microsoft price increases for the duration of the City's enrollment, as well as a consistent year-to-year budget for anticipated costs.

2. **Efficiency**: Without this EA, 22 or more City Departments will have to go through the lengthy procurement process 22 separate times, resulting in duplicated effort by the City Attorney, Office of Contract Administration (OCA) and departments, and be subject to higher reseller markups due to the loss of volume discounts. In addition, without this EA, departments would have to conduct separate solicitations each time they want to simply add a few licenses for new employees.

3. **Greater transparency and more effective vendor management**: The entire City spend on all Microsoft products and services will be highly visible under one contract. The cost and vendor performance will be centrally monitored and actively managed.

Thank you for your consideration.

Sincerely,

Linda Gerull
City CIO | Executive Director
Department of Technology