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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 FOR MICROSOFT SOFTWARE LICENSES AND SOFTWARE  
AS A SERVICE  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

**PCMG, Inc.**

This agreement (the "Agreement") is made this 22nd day of May, 2017, in the City and County of San Francisco, State of California, by and between PCMG, Inc., located at 1940 East Mariposa Ave. El Segundo, CA 90245, hereinafter referred to as "Reseller" or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "End User," or "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing" (collectively the "Parties").

**Recitals**

WHEREAS, the City wishes to acquire Microsoft enterprise software licenses and software as a service as described in the attached Enrollment Documents, and,

WHEREAS, Microsoft requires City to acquire such software licenses and software as a service through an authorized Microsoft reseller; and

WHEREAS, a Request for Quotes ("RFQ") was issued on May 9, 2017, and City selected Contractor as the lowest bid pursuant to the RFQ;

WHEREAS, Reseller represents and warrants that it is an authorized Microsoft Reseller qualified to sell such software licenses and software as a service as set forth under this Agreement.

Now, THEREFORE, the Parties agree as follows:

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

<b>Agreement</b>	This document and any attached appendices or exhibits, including any future written and executed amendments.
<b>Authorization; Authorization Document</b>	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Department of Technology and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
<b>City Data</b>	All data including all text, sound, software, image or video files provided to Microsoft on behalf of the City.
<b>Customer</b>	The City and County of San Francisco as identified in the Enrollment Documents.
<b>Deliverables</b>	The products and services identified in the Ordering Documents attached hereto as Appendix C.
<b>Enrollment Documents</b>	Enterprise Agreement Amendment, Enterprise Agreement State and Local, Master Agreement aka “the Riverside Agreement,” Online Service Terms, Product Terms, Service Level Agreement, attached hereto as Appendix A.
<b>Enterprise Agreement Amendment</b>	Document containing the terms applicable to the City’s Enrollment, attached hereto as Appendix A-1.
<b>Enterprise Agreement State and Local</b>	Document containing the terms for the Microsoft Government Cloud offered to local, state and federal agencies, attached hereto as Appendix A-2.
<b>Master Agreement aka “the Riverside Agreement”</b>	Agreement between Riverside County and Microsoft that contains the terms for Enterprise clients in California, attached hereto as Appendix A-3.
<b>Online Services or SaaS Services</b>	Microsoft hosted services identified as Online Services in the Product Terms.
<b>Online Service Terms</b>	Document containing the terms for the Microsoft online software products, the SAAS products, attached hereto as Appendix A-4.

<b>Product Terms</b>	Document containing terms for the Microsoft software products, attached hereto as Appendix A-5.
<b>Service Level Agreement</b>	Document containing the service levels required for online services, attached hereto as Appendix A-6.
<b>Software or SaaS Application</b>	Software provided by Contractor to City that operates on City-provided machines solely to facilitate the use of the Subscription Service. Licensed copies of Microsoft Software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.
<b>Subscription Term</b>	The term of authorized use of the Subscription Service as set forth in the Order Form.

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

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

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

**3. Term of the Agreement.** Subject to Section 2, the term of this Agreement shall be from June 1, 2017 to May 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.

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

**5. Microsoft Licenses and Support.**

a. **Licenses.** Subject to City's payment of fees to Reseller as set forth in this Agreement, and the terms and conditions of the Enrollment Documents, Reseller shall, for the term of this Agreement: (i) procure for, and pass through to City the use the software licenses specified in the Ordering Document attached hereto as Appendix C. Reseller shall administer all orders in accordance with Enrollment documents. The software licenses shall be delivered to, and accessed by, City electronically by direct link to Microsoft.

b. **Maintenance and Support Services.** Subject to City's payment of fees to Reseller as set forth in this Agreement and the terms and conditions of the Enrollment Documents, Reseller shall procure for City maintenance and support services.

**6. Warranties. Right to Sublicense or Pass Through License and Support.** Contractor hereby warrants that it is an authorized reseller of Microsoft licenses and as such, authorized to: (a) procure for City on behalf of Microsoft the software licenses including support and maintenance services subject to the terms and conditions of the Enrollment Documents; and (b) to undertake the duties of Reseller concerning fees and administration of the Enrollment Documents.

**7. Online Services/SaaS Licensed Software**

a. **SaaS Licensed Software.** Subject to City's payment of fees to Reseller as set forth in this Agreement, and the terms and conditions of the Enrollment Documents, Reseller shall, for the term of this Agreement: (i) procure for, and pass through to City the use the software as a service [“SaaS”] specified in the Enrollment Documents. Reseller shall administer all orders in accordance with the Enrollment documents. The SaaS shall be delivered to, and accessed by, City electronically by direct link to Microsoft. Contractor grants City 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.

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.

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. 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 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 Licensed SaaS Application or any related materials or Documentation.

**8. Payment.** Compensation shall be due and as set forth in the attached Calculation of Costs and Ordering Documents. Compensation shall be due and payable within 30 days of the date of undisputed invoice. The charges associated with this Agreement are set forth in the Calculation of Costs attached hereto as Appendix B.

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

**9. Project Managers; Services Contractor Agrees to Perform.**

a. **Project Managers.** Contractor and City shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement of City and Contractor. The City and Contractor shall use their best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if a Party needs to replace its Project Manager, the Party shall provide the other Party written notice thereof at least forty-five (45) days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor.

Contractor's Project Manager:

Katheleen Jackson  
1940 East Mariposa Ave. El Segundo, CA  
90245  
[ccsfea@pcmg.com](mailto:ccsfea@pcmg.com)  
310-337-5206

City's Project Manager:

Hao Xie  
Strategic Sourcing Manager  
Department of Technology  
One South Van Ness, 2nd Floor, Office 2202  
San Francisco, CA 94103  
[Hao.Xie@sfgov.org](mailto:Hao.Xie@sfgov.org)  
415-581-4066

b. **Services Contractor Agrees to Perform.** During the Term of this Agreement, Contractor will perform all of the services set forth in Appendix D.

**10. 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 pursuant to Section 31 (Termination; Disposition of Content) of the Agreement. Such termination does not waive any other legal remedies available to City.

## **11. City Data**

a. **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 shall remain the exclusive property of the City. The Contractor hereby warrants that the SaaS Application does not maintain, store, or export the City Data using a database structure, data model, entity relationship diagram or equivalent which is itself a trade secret or which would cause substantial injury to the competitive position of the Contractor if published.

b. **Use of City Data.** 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, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor or third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

c. **Access to and Extraction of City Data.** City shall have access to City's Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of the City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data which is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codecs are available to end-users. Contractor warrants that City shall be able to extract City Data from the SaaS Application on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor).

d. **Data Breach; Loss of City Data.** In the event of any Data Breach, act, error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

- i. Notify City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:
  - a. the nature of the unauthorized access, use or disclosure;
  - b. the Confidential Information accessed, used or disclosed;
  - c. the person(s) who accessed, used and disclosed and/or received protected information (if known);
  - d. what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
  - e. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

- ii. In the event of a suspected Breach, Contractor shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved;
  - iii. Contractor shall coordinate with the City in its breach response activities including without limitation:
    - a. immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
    - b. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Contractor responses to City inquiries;
    - c. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
    - d. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
    - e. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts;
    - f. Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and
    - g. Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

- iv. In the case of personally identifiable information (PII) or protected health information (PHI), at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;
  - v. In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to

comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than eighteen (18) months following the date of notification to such individuals;

vi. Perform or take any other actions required to comply with applicable law as a result of the occurrence;

vii. Without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence;

viii. Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

ix. Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

x. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

xi. 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.

xii. City shall conduct all media communications, unless at its sole discretion directs Contractor to do so, related to such Data Breach.

## 12. Warranties of Contractor.

a. **Warranty of Authority; No Conflict.** Each Party hereby warrants to the other that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

b. **Warranty of Performance.** Contractor hereby warrants that when fully implemented, the SaaS Application to be configured and provided under this Agreement shall perform in accordance with the Specifications applicable thereto. With respect to all Services to be performed by Contractor under this Agreement, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and timely manner by Contractor personnel appropriately qualified and trained to perform such services.

c. **Compliance with Description of Services.** Contractor represents and warrants that the SaaS Application and Services specified in this Agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the

Specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

a. **Compensation** No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall the amount of this Agreement exceed Thirty Million, Three Hundred and Twenty-Eight Thousand, Five Hundred and Forty-One Dollars [\$30,328,541]. The breakdown of charges associated with this Agreement are set forth in the Calculation of Costs attached hereto as Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**13. Reserved. (Disallowance)**

**14. Indemnification.**

a. **General 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 liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, 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; except where such Claims are the result of the sole active negligence or willful misconduct of City. 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.

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

the Software Licenses and/or SaaS Application and/or Services 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 Software Licenses and/or SaaS Application and Services by reason of Infringement, or in Contractor's opinion City's use of the Software Licenses and/or SaaS Application and Services 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 Software Licenses and/or SaaS Application and Services as contemplated hereunder, (b) replace the Software Licenses and/or SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services, or (c) suitably modify the Software Licenses and/or SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Software Licenses and/or SaaS Application and Services. 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 Software Licenses and/or SaaS Application and/or Services. Any unauthorized modification or attempted modification of the Software Licenses and/or SaaS Application and Services by City or any failure by City to implement any improvements or updates to the Software Licenses and/or SaaS Application and Services, 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 Software Licenses and/or SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used.

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

Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

**17. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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

**22. Independent Contractor; Payment of Taxes and Other Expenses**

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, 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 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.

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

## 23. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

## 24. Insurance

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

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

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

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

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

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

(b) 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.

5) Contractor shall maintain in force during the full life of the Agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. 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 numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

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

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

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

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

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

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

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

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

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

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

**26. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 11 (COMPENSATION) 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.

**27. Force Majeure.**

a. **Liability.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure

Event"), (ii) provided the non-performing Party is without fault in causing reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including, with respect to Contractor, by meeting its obligation for performing disaster recovery services as described in Section 26(d)).

b. **Duration.** In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

c. **Effect.** If any event under Section 26(a), above substantially prevents, hinders, or delays performance of the Services as critical for more than fifteen (15) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three (3) days.

**28. Nondisclosure.** Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, City agrees that it shall treat the SaaS Services with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the SaaS Services are Accepted by the City until the SaaS Services are terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the SaaS Services, or any portion thereof, which:

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

**29. Proprietary or Confidential Information:**

a. **Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data which is Confidential Information. Contractor and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary

in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach and City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, the City may bring a false claim action against the Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Contractor. Contractor agrees to include all of the terms and conditions regarding Confidential Information contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

b. **Obligation of Confidentiality.** Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, the Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

c. **Nondisclosure.** The receiving Party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The receiving Party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving Party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving Party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

d. **Litigation Holds.** 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.

e. **Cooperation to Prevent Disclosure of Confidential Information.** Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

f. **Remedies for Breach of Obligation of Confidentiality.** Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.

g. **Surrender of Confidential Information upon Termination.** Upon termination of this Agreement, in whole or in part, each Party shall, within five (5) calendar days from the date of termination, return to the other Party any and all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party's possession, custody, or control; provided, however, that Contractor shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Contractor or City determine that the return of any Confidential Information, other than City Data, is not feasible, such Party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other Party, pursuant to Section 30(b) of this Agreement.

h. **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by City.

i. **City's Right to Termination for Deficiencies.** City reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if City reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

j. **Data Transmission.** The Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (using HTTPS or SFTP or most current encryption methods). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Access to City Data by Contractor from outside the continental United States is prohibited.

**30. SSAE 16, SOC 2/SOC 3 and/or SOC 1 Audit Report.** During the Term of the Agreement, Contractor will provide, on an annual basis, the SSAE 16, SOC 2/SOC 3 and/or

SOC 1 Audit report ("Audit Reports") (if Contractor is using a hosting service provider, the Audit Report it receives from its service provider) as follows: (a) the Audit Reports will include a 365 day (twelve month) testing period; and (b) the Audit Reports will be available to City no later than thirty (30) days after they are received by Contractor. Upon City's written request, Contractor will provide a so-called "negative assurance opinion" to City as soon as said opinion is received from Contractor's hosting service provider. Contractor shall on an annual basis, and otherwise as reasonably requested by City: (i) provide the foregoing Audit Reports to City and (ii) request such "negative assurance opinions" on City's behalf. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

### **31. Termination; Disposition of Content.**

a. **Termination for Cause and/or Convenience.** City shall have the right, without further obligation or liability to Contractor:

(i) To immediately terminate this Agreement if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach (30-day cure period), in which event, Contractor shall refund to City all amounts paid under this Agreement for the Licensed SaaS Application and/or Services in the same manner as if City ceased to use the SaaS Application due to infringement under Section 14(b). At City's sole election, the 30-day cure period shall *not* apply to termination for data breach and/or breach of confidentiality; or

(ii) To terminate this Agreement upon thirty (30) days prior written notice for City's convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

b. **Transition Services and Disposition of Content.** Upon expiration or termination of the SaaS Services under this Agreement:

i. Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application and Services. Contractor shall within five (5) calendar days of the expiration or termination of the SaaS Services return City's data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to the City. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

ii. Contractor shall provide to City and/or Successor Service Provider assistance requested by City to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, SaaS and City Data access shall continue to be made available to City without alteration. Such Transition Services shall be provided on a time and materials basis if the City opts to return to its own servers or City

chooses a Successor Service Provider. Transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from Contractor to Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the SaaS Services; and, (e) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

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

14. Indemnification	31. Termination; Disposition of Content
18. Taxes	37. Audit and Inspection of Records
19. Payment Does Not Imply Acceptance of Work	43. Non-Waiver of Rights
21. Responsibility for Equipment	44. Modification of Agreement
22. Independent Contractor; Payment of Taxes and Other Expenses	45. Administrative Remedy for Agreement Interpretation
24. Insurance	46. Agreement Made in California; Venue
25. Incidental and Consequential Damages	47. Construction
26. Liability of City	48. Entire Agreement
28. Nondisclosure	54. Notification of Legal Requests
29. Proprietary or Confidential Information of City	58. Ownership of Results

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

To City:

Hao Xie  
Strategic Sourcing Manager  
Department of Technology  
One South Van Ness, 2nd Floor, Office 2202  
San Francisco, CA 94103  
[Hao.Xie@sfgov.org](mailto:Hao.Xie@sfgov.org)  
415-581-4066

To Contractor: Danayet Gebremedhin  
Contracts Administrator  
1940 East Mariposa Ave.  
El Segundo, CA 90245  
contract@pcmg.com; 703-378-8864

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

**34. Bankruptcy.** In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within forty-eight (48) hours return City's Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

**36. Drug-Free Workplace.** Contractor acknowledges that pursuant to the Federal Drug Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of the Agreement.

**37. Audits.**

**a. 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 work under this Agreement. 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 and records in an accessible location and condition for a period of not fewer

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 conferred upon City by this Section.

**b. Audit of Contractor's Policies.** Contractor agrees to make available to City Contractor's policies, procedures and practices regarding Data Security if needed, and agrees that City reserves the rights, including but not limited to a site visit, scanning for malicious codes, and hiring a third party to perform security audit if the SSAE Audit Report is not satisfactory.

**c. Audit Findings.** Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

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

**39. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d).

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

**41. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the

commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

**43. 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.

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

**45. Administrative Remedy for Agreement Interpretation.**

a. **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. After written notice the City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement until such failure or refusal has been corrected. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, 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.

b. **Government Code Claims.** 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 Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

**46. 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.

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

**48. Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. Contractor further agrees that in the event of conflicting language between this Agreement and any of Contractor's printed forms, the provisions of this Agreement shall take precedence.

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

**50. Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**51. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

**53. Order of Precedence.** 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.

**54. Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to City's Data under this Agreement, 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 subpoenas, service of process and other 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.

**55. Laws Incorporated by Reference.** The full text of the laws listed in this Section 55, 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 [www.sfgov.org](http://www.sfgov.org) under "Government."

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

i. 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>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

ii. 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.

b. **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

c. **Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

d. **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.

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

**56. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**57. Reserved (“PCI Requirements”)**

**58. 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, shall become the property of and will be transmitted to City. All models developed by the Contracting Team, LBE Subcontractor Team, or Second Subcontractor Team shall be property of the City at the conclusion of the project, and may not be re-used without written permission from the City. To allow the City to utilize written materials in City-prepared reports, the Contractor shall submit all written materials in machine-readable form using templates provided by the City. All presentations and reports prepared by the Contractor become City property and may not be re-used without written permission from the City.

**59. 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 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.

**60. Protected Health Information.** Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that the City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

**61. Business Associate Addendum.** Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum ("Addendum") terms and conditions, attached and incorporated as though fully set forth herein as Appendix A-1.

**62. Additional Appendices.** The following appendices are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties:

### Appendices

#### A: Enrollment Documents

A1: Enterprise Agreement Amendment

A2: Enterprise Agreement State and Local

A3: Master Agreement aka "the Riverside Agreement"

A4: Online Service Terms,

A5: Product Terms

A6: Service Level Agreement

#### B: Calculation of Costs

#### C: Ordering Documents

#### D: Reseller Statement of Work

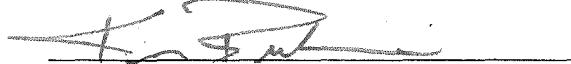
**62. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing

below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

**CITY**

Recommended by:

  
Kenneth Bukowski  
Acting City CIO and Deputy City  
Administrator

**CONTRACTOR**

PCMG, Inc.

  
Dave Wiltz  
VP Sales  
1940 East Mariposa Ave.  
El Segundo, CA 90245

City vendor number: 68081

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
Margarita Gutierrez  
Deputy City Attorney

Approved:

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



**Appendix A**  
**Enrollment Documents**

- A1: ENTERPRISE AGREEMENT AMENDMENT (AMENDMENT TO CONTRACT DOCUMENTS)
- A2: ENTERPRISE AGREEMENT STATE AND LOCAL
- A3: MASTER AGREEMENT AKA "THE RIVERSIDE AGREEMENT" (MICROSOFT LICENSING, GP DOCUMENT SUMMARY FORM, MSE#: 3-0000009076682)
- A4: ONLINE SERVICE TERMS, MAY 1, 2017
- A5: PRODUCT TERMS, MAY 1 2017
- A6: SERVICE LEVEL AGREEMENT FOR MICROSOFT ONLINE SERVICES, MAY 1, 2017



**Appendix A**  
**Enrollment Documents**

**A1: ENTERPRISE AGREEMENT AMENDMENT (AMENDMENT TO CONTRACT DOCUMENTS)**



## Amendment to Contract Documents

Enrollment Number  
Microsoft to complete for initial term  
Partner to complete for renewal

7-KBLNB6PT5

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

### Enterprise Enrollment Amendment ID CTM

#### 1. The following is added to the first paragraph of the Enrollment:

In addition to purchasing Licenses for its own use, the City and County of San Francisco ("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. **Effective Date.** The paragraph entitled "Effective Date" is replaced in its entirety with the following:

**Effective Date.** *The effective date of this Enrollment will be June 1, 2017. The anniversary dates of the Enrollment are as follows:*

Enrollment anniversary	Date
1 <sup>st</sup> anniversary	June 1, 2018
2 <sup>nd</sup> anniversary	June 1, 2019

#### 3. **Term.** The paragraph entitled "Term" is replaced in its entirety with the following:

**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. *For clarity, this Enrollment will expire on May 31, 2020.*

4. **Clerical Errors.** Section 2.i. "Clerical Errors" is 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. **Price Levels.** Section 3. "Pricing" is replaced in its entirety with the following:

### **3. *Pricing.***

- a. **Price Levels.** Price Levels for this Enrollment will be determined by the Enterprise Agreement (Number 01E73970). For purposes of clarity, as of the effective date of this Enrollment, the Price Level that Microsoft will charge Enrolled Affiliate's reseller will be:
  - i. Level D for Azure metered services ordered under any Enrollment.
  - ii. Level D minus 7.5% for all initial orders and subsequent orders (e.g. True-ups, Supplemental Orders, Annual Orders) of all other Products ordered under any 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.
- c. **Invoice for Quoted Price.** 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.

6. **Defense of third party claims.** Solely for purposes of this Enrollment, Section 11. "Defense of third party claims", subsection b. "By Enrolled Affiliate" of the Enterprise Agreement (Number 01E73970) 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."

7. **Limitation of Liability.** Solely for purposes of this Enrollment, Section 12. "Limitation of liability" of the Enterprise Agreement (Number 01E73970) is replaced in its entirety with the following:

## **12. *Limitation of liability.***

*Each party's maximum, aggregate liability to the other under this Enrollment 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) by Enrolled Affiliate during the term of the Enrollment, 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, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- c. **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; (3) violation of the other party's intellectual property rights; or (4) liability for damages caused by either 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").

*"payable" for the purposes of this clause means all combined 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 and shall be no less than \$23,000,000 as of the first day of the Enrollment, provided that the Reseller's Total Estimated Cost is at least \$23,000,000 for the term of the Enrollment.*

*To the extent that a Security Incident (as defined in the Online Services Terms) 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 successful 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 Terms as any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident") that Microsoft becomes aware of.*

8. **Notices.** Solely for purposes of this Enrollment, Section 14. "Miscellaneous", subsection a. "Notices" of the Enterprise Agreement (Number 01E73970) is replaced in its entirety with the following:

- a. **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

9. **Assignment.** Solely for purposes of this Enrollment, Section 14. "Miscellaneous", subsection b. "Assignment" of the Enterprise Agreement (Number 01E73970) is replaced in its entirety with the following:

- b. **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.*

10. **Applicable law; dispute resolution.** Solely for purposes of this Enrollment, Section 14. "Miscellaneous", subsection f. "Applicable law; dispute resolution" of the Enterprise Agreement (Number 01E73970) is replaced in its entirety with the following:

f. **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.*

11. **Miscellaneous.** The following section is added to the Enrollment.

### ***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.*
- d. **Advanced Threat Protection ("ATP") Service Level Agreement ("SLA").** *Microsoft is in the process of providing an SLA for the Advanced Threat Protection online service, which, when implemented, will be calculated based on the percentage of time that the service is available, and able to receive and process email messages. Until the Service Level Agreements for Microsoft Online Services (SLA) terms are updated to include the SLA for Advanced Threat Protection, Microsoft hereby commits to provide service credits on ATP equal in percentage to service credits provide for EOP.*

12. **Microsoft Online Services HIPAA Business Associate Agreement.** The following section is added to the Enrollment.

***Microsoft Online Services HIPAA Business Associate Agreement.*** If

Customer, the City and County of San Francisco, as a Covered Entity or a Business Associate, includes Protected Health Information in Customer Data (as such terms are defined below), 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 Customer's Enrollment.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule as codified in 45 CFR Part 164, Subpart D.

"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.

"Dynamics CRM Online Services" means Dynamics CRM Online services made available through volume licensing or the Microsoft online services portal, excluding Dynamics CRM for supported devices, which includes but it is not limited to Dynamics CRM Online services for tablets and/or smartphones and any separately branded service made available with or connected to Dynamics CRM Online such as Microsoft Social Engagement, Parature, from Microsoft, and Microsoft Dynamics Marketing.

"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 Azure Core Services" means the following features of Microsoft Azure Services: Cloud Services (web and worker roles), Virtual Machines (including with SQL Server), Storage (Blobs, Tables, Queues), Virtual Network, Traffic Manager, Batch, Web Sites, BizTalk Services, Media Services, Mobile Services, Service Bus, Notification Hub, Workflow Manager, Express Route, Scheduler, Multi-Factor Authentication, Active Directory, Rights Management Service, SQL Database, HDInsight and any other features identified as included on the Microsoft Azure Trust Center.

"Microsoft Intune Online Services" means 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. It does not include any on-premises software made available with a Microsoft Intune subscription.

"Microsoft Online Services," for this BAA only, means Microsoft Dynamics CRM Online Services, Office 365 Services, Microsoft Azure Core Services, Microsoft Intune Online Services, and/or Microsoft Power BI Services.

"Microsoft Power BI Services" means the cloud service portion of Microsoft Power BI offered as a standalone service or as included in an Office 365 branded plan or suite, but excluding data catalog functionality, the Power BI mobile applications, and Power BI Desktop.

“Office 365 Services” means the following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Advanced Threat Protection, SharePoint Online, OneDrive for Business, Project Online, Skype for Business Online, Sway, Office Online, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate 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.”

“Privacy Rule” means *the HIPAA Regulations codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.*

“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.

“Security Rule” means *the HIPAA Regulations codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.*

## **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) *Permitted by law* and 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.

## **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. Microsoft Online Services shall not use Protected Health Information for any advertising, Marketing or other commercial purpose of Microsoft or any third party. Microsoft shall not violate the HIPAA prohibition on the sale of Protected Health Information. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
  - (ii) **Safeguards.** Microsoft shall: *take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA.*

*including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). Business Associate shall comply with the standards and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. Section 17934(c).*

**(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 related to Office 365 Services, Microsoft Azure Core Services, or Dynamics CRM Online Services will be made without unreasonable delay, but in no event more than five (5) business days after discovery of a Breach. Notification of a Breach related to any other Microsoft Online Services subject to this BAA will be made without unreasonable delay, but in no event more than thirty (30) calendar days after discovery of a Breach.* Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and 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.

**(iv) Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors *and agents (if any)* 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, *and shall mitigate the effects of any violation by its Subcontractors or agents (if any).*

**(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 or Microsoft'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 make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

(viii) **Accounting of Disclosure.** Microsoft, at the request of 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.

(x) **Minimum Necessary.** *Microsoft, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Health Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)].*

(xi) **Data Ownership.** *Microsoft acknowledges that BA has no ownership rights with respect to the Protected Health Information.*

(xii) **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** *Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if Microsoft knows of a pattern of activity or practice of a subcontractor or agent (if any) that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, Microsoft must take reasonable steps to cure the breach or end the violation, as applicable. If such steps are unsuccessful, Microsoft must terminate the contract or arrangement with such subcontractor or agent, if feasible. Upon Customer request, Microsoft agrees to work in good faith to discuss impacts to Customer (if any) of the breach or violation that led to termination, to the extent Microsoft is able.*

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 to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this BAA. Contact information must include name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

(iii) **Safeguards and Appropriate Use of Protected Health Information.** 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 once it is sent to or from Customer outside Microsoft Online Services over the public Internet.

- 2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services.

#### **4. Applicability of BAA.**

This BAA is applicable to Microsoft Online Services. Microsoft may, from time to time, update the definition of Microsoft Online Services in this BAA to include additional Microsoft online services. Any such updated definitions will apply to Customer without additional action by Customer. It is Customer's obligation to not store or process Protected Health Information in a Microsoft online service until this BAA is effective as to the applicable service.

#### **5. Term and Termination.**

- a. **Term.** This BAA shall *survive the termination of any Agreement or Enrollment.*
- b. **Termination for Breach.** Upon written notice, either Party immediately may terminate the *Enrollment* 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.
- d. **Judicial or Administrative Proceedings.** *Customer may terminate the Enrollment and this BAA, in accordance with Section 6.d. "Termination for cause" of the applicable Master Agreement Number 01E73970, if a finding or stipulation that Microsoft has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative, criminal or civil proceeding in which the party has been joined.*

#### **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.
- f. **CHSC 1280.15.** Microsoft acknowledges that portions of Customer's enterprise are a "health facility" subject to California Health & Safety code section 1280.15 ("CHSC 1280.15"). Microsoft will be responsible for any fines and penalties assessed by the California Department of Public Health ("The Department") against Customer for a violation of CHSC 1280.15, to the extent that such fines and penalties were based solely on Microsoft's failure or delay in providing notice to Customer of a security incident involving their Customer Data.

13. **Microsoft Online Services Criminal Justice Information Services (CJIS) Terms and Conditions.** The following section is added to the Enrollment.

***Microsoft Online Services Criminal Justice Information Services (CJIS) Terms and Conditions including CLETS Management Control Agreement for Enrolled Affiliates in California only.***

The parties agree that *these terms and conditions supplement* the Enrollment and *apply* to only the Covered Services Enrolled Affiliate buys under the Enrollment.

By performing in accordance with *these terms*, Microsoft also satisfies its obligations under Appendix A to this Amendment (the Private Contractor Management Control Agreement for CLETS).

**Defined Terms.**

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Agreement and CJIS Security Policy. The following definitions are used in this Amendment:

**"CJIS Policy"** means the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy that is in effect as of the effective date of the Enrollment related to this Agreement and any successor versions brought into effect by the FBI during the term of the Enrollment, but excluding draft versions of CJIS Policy, versions of CJIS Policy released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

**"Covered Services"** means each of the following:

- (1) Each of the following Office 365-branded services: Exchange Online, SharePoint Online, Exchange Online Archiving, and Office Web Apps when delivered as part of Office 365 Government Plans E1 (formerly G1), E2 (formerly G2), E3 (formerly G3), E4 (formerly G4), E5 (formerly G5), K1, K2, or as standalone Government Community Cloud plans. Without limitation, Covered Services do not include Office 365 ProPlus, Skype for Business Online or other Office 365-branded or separately branded Online Services; and/or

(2) Each of the Azure Government-branded services listed as being in the scope of the CJIS Policy at <http://azure.microsoft.com/en-us/support/trust-center/services>.

Microsoft may, from time to time, add new Covered Services, in which case Microsoft will work in good faith with CSA and Enrolled Affiliate to amend both CSA's separate agreement with Microsoft and this Enrollment to add such new Covered Services. In that case, CSA's agreement with Microsoft must be amended before the Enrollment will be amended.

**"CSA"** means the State of California, Department of Justice, or a successor agency as determined by the State of California, acting in its capacity as the CJIS Systems Agency for the State of California.

**"End User"** means an individual that accesses the Covered Services.

#### **Term and Conditions.**

##### **1. CJIS Security Addendum**

The Covered Services are multi-tenant cloud services provisioned in Microsoft's data centers for use by eligible US Federal, State, Local, and Tribal Government Customers only, and offered as a "community cloud" as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145. Subject to the Agreement, this Amendment, and agreement reached with the CSA, Microsoft will deliver the Covered Services subject to the CJIS Security Addendum as set forth in the FBI CJIS Policy in effect as of the effective date of this Amendment, version 5.4, dated August, 2014 and any successor versions brought into effect by the FBI during the term.

##### **2. Role of CSA**

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

##### **3. Enrolled Affiliate Responsibilities**

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

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

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

#### **4. Approach to Compliance with CJIS Security Policy**

This Section 4 contains additional information about how certain requirements of the CJIS Policy will be fulfilled. For convenient reference, provisions are numbered to conform to section numbering in the CJIS Policy (ver. 5.2, dated August 9, 2013). Microsoft and Enrolled Affiliate will each rely on the CSA to perform certain functions as described below, and Enrolled Affiliate is responsible to confirm the approach with the CSA to the extent Enrolled Affiliate deems appropriate.

##### **4.1 CJIS Section 5.2 Policy Area 2: Security Awareness Training**

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

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

##### **4.2 CJIS Section 5.3 Policy Area 3: Incident Response**

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

- (a) If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft’s equipment or in Microsoft’s facilities, or unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of Customer Data (each a “Security Incident”), Microsoft will promptly: (i) notify Enrolled Affiliate of the Security Incident; (ii) investigate the Security Incident and provide Enrolled Affiliate with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (b) An unsuccessful Security Incident will not be subject to this Section. An “Unsuccessful Security Incident” is one that results in no unauthorized access to Customer Data or to any Microsoft equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.
- (c) Microsoft’s obligation to report or respond to a Security Incident is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.
- (d) Notification of Security Incidents, if any, will be delivered to one or more of Enrolled Affiliate’s administrators by any means Microsoft selects, including via email. It is Enrolled Affiliate’s sole responsibility to ensure

Enrolled Affiliate's administrators maintain accurate contact information on the Online Services portal at all times.

- (e) Effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Enrolled Affiliate's control. Accordingly, compliance with CJIS Policy Incident Response requirements will be a joint obligation of Microsoft and Enrolled Affiliate.
- (f) In the event Microsoft reasonably anticipates that a Security Incident may require legal action against involved individual(s), or where the Security Incident involves either civil or criminal action, Microsoft will conduct its investigative activities under guidance of legal staff and in accordance with general evidentiary principles, to the extent consistent with both (i) CJIS Policy; and (ii) the primary incident response objectives of containing, resolving, and mitigating the impact of a Security Incident to customers including Enrolled Affiliate.

#### **4.3 CJIS Section 5.11 Policy Area 11: Formal Audits**

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

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

- (c) Confidentiality of Audit Materials. Information provided by Microsoft to the FBI CJIS Division or CSA in connection with audit activities will consist of highly confidential proprietary or trade secret information of Microsoft. It is

not expected that Enrolled Affiliate will require access to such information, and Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret prior to providing such information to Enrolled Affiliate. If provided, Enrolled Affiliate will ensure Microsoft's audit materials, or report(s) created by Enrolled Affiliate based on a CSA audit of the Covered Services, are afforded the highest level of confidentiality available under applicable law.

#### **4.4 CJIS Section 5.12 Policy Area 12: Personnel Security**

- (a) Enrolled Affiliate appoints the CSA to perform, and will rely upon CSA's completion of, personnel screening (i.e., background checks) for personnel in scope pursuant to Section 5.12 of the CJIS Policy. Enrolled Affiliate is responsible to confirm directly with the CSA that such personnel screening as the CSA or Enrolled Affiliate determines is required has been completed prior to initial processing of CJI Data in the Covered Services. Screening will be performed by the CSA on behalf of all entities in the State of California that onboard to the Covered Services. Adjudication by Enrolled Affiliate or other counties, cities, or other subdivisions or agencies of state government will not be permitted. To facilitate efficient and effective personnel screening:
  - The CSA will define adjudication criteria for personnel screening.
  - Microsoft and the CSA will jointly define the process by which Microsoft will deliver to the CSA relevant information regarding personnel who may in the anticipated scope of their duties have logical or physical access to CJI in the Covered Services.
  - It is not anticipated that the CSA will deliver to Enrolled Affiliate confidential personal information pertaining to Microsoft personnel. However, if Enrolled Affiliate receives such confidential personal information it will be afforded the highest level of confidentiality available under applicable law.
  - If Enrolled Affiliate elects to obtain services from Microsoft in addition to the Covered Services (e.g. consulting services in connection with Enrolled Affiliates' migration and onboarding to the Covered Services), such personnel will not be included in scope for personnel screening by the CSA unless separately agreed by Enrolled Affiliate, the CSA, and Microsoft.
- (b) In the event the CSA approves a process under which a federal law enforcement agency or other suitable body conducts screening of personnel who have access to Customer Data in the Covered Services compliant with requirements of the CJIS Policy in lieu of CSA-conducted screening, Enrolled Affiliate will abide by the CSA's approval of personnel screening being conducted in this manner.

#### **4.5. CJIS Policy Section 5.1 Policy Area 5.1.1.2: State and Federal Agency User Agreements**

If in order to facilitate FBI penetration testing required under Enrolled Affiliate's user agreement, Enrolled Affiliate (or CSA, on its behalf) determines it requires penetration testing information related to the Covered Services, Enrolled Affiliate (or CSA) will rely on the following Microsoft processes and information:

- a) General, Microsoft shall design, test and operate the Covered Services to ensure they are free of common security vulnerabilities. Microsoft shall regularly conduct penetration testing to evaluate the security controls at the application (e.g. Exchange Online, SharePoint Online, CRM Online), platform (Azure Government services), host, and networks layers used to provide the Services. Microsoft shall take commercially

reasonable steps to remediate significant weaknesses discovered. Assessment of penetration testing will be done by independent third party auditors and included in the scope of audit relevant to Enrolled Affiliate's service certification or accreditation.

b) Azure Covered Services. Additionally, Microsoft has established a policy for Azure Government customers to carry out authorized penetration testing only on their applications hosted in Azure Government. Because such testing can be indistinguishable from a real attack, it is critical that customers conduct such penetration testing only after obtaining approval in advance from Azure Customer Support. Penetration testing must be conducted in accordance with Microsoft's terms and conditions. Requests for penetration testing should be submitted with a minimum of 7-day advanced notice. To learn more or to initiate penetration testing, please download the Penetration Testing Approval Form at <http://download.microsoft.com/download/C/A/1/CA1E438E-CE2F-4659-B1C9-CB14917136B3/Penetration%20Test%20Questionnaire.docx>, and then contact Azure Customer Support.

#### **4.6. CJIS Policy Section 5.10 Policy Area 5.10.1.5: Cloud Computing**

Microsoft uses Covered Enrolled Affiliate Data as set forth in the Enrollment (including but not limited to the Online Services Terms) for provision of the Covered Services.

#### **4.7 NCIC 2000 Operating Manual**

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

#### **4.8 Notices**

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

# Appendix A

## PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETs) access by Enrolled Affiliate (a public law enforcement/criminal justice agency) to Microsoft (Private Contractor) to deliver Covered Services (as defined above) on its behalf.

Before executing the Program Signature form, Enrolled Affiliate shall enter its ORI number here:

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Microsoft satisfies its obligations under this Private Contractor Management Control Agreement ("PCMCA") by performing in accordance with the CJIS Information Agreement between California Department of Justice (CA DOJ) and Microsoft, and the CJIS Enrollment Amendment to which this PCMCA is attached. For purposes of this PCMCA, Enrolled Affiliate is referred to as "Subscribing Agency" and agrees that:

- Adjudication of Microsoft personnel and formal audits, whether under CJIS Policy or CLETs, will be conducted by CA DOJ in accordance with the CJIS Information Agreement;
- Microsoft personnel signatures on the CLETs employee/Volunteer Statement will be made available to CA DOJ upon its request and may be satisfied by signatures on the FBI CJIS Security Addendum Certification; and
- CLETs security controls are implemented solely by Subscribing Agency and solely through its operation of the Covered Services. Furthermore, Subscribing Agency agrees that Microsoft has met the minimum trainings and certifications necessary to provide the Covered Services. For purposes of clarity, Covered Services are not CLETs services.

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Access to the CLETs is authorized to public law enforcement and criminal justice agencies only (hereinafter referred to as the CLETs subscribing agency), which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETs on behalf of the CLETs subscribing agency to accomplish the above-specified service(s). This Agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETs. The performance of such delegated services does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETs is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the CLETs Policies, Practices and Procedures (PPP) and the FBI's CJIS Security Policy, it is agreed the CLETs subscribing agency will maintain responsibility for security

control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain and enforce:

1. Standards for the selection, supervision and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant the CLETS systems access to personnel who meet these standards and deny it to those who do not; and
2. Policies governing the operation of computers, access devices, circuits, hubs, boundary protection devices and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store or transmit criminal justice information, guaranteeing the priority, integrity and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming and operating procedures associated with the development, implementation and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices or stored/printed data.

Additionally, it is the responsibility of the CLETS subscribing agency to ensure all private contractors receiving information from the CLETS meet the minimum training, certification and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test and affirm the proficiency of the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide retesting and reaffirm the proficiency of all the CLETS operators, if applicable;
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment or information. If the results of criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted; and
3. Each individual must sign an Employee/Volunteer Statement Form prior to operating or having access to the CLETS computers, equipment or information.

In accordance with the CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The Management Control Agreement shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the FBI's CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the CLETS

PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Microsoft's signature on the Program Signature Form associated with the CJIS Enrollment Amendment with Subscribing Agency, to which this Management Control Agreement is attached, shall constitute Microsoft's acceptance hereof.

Enrolled Affiliate's signature on the aforementioned Program Signature Form shall constitute Subscribing Agency's acceptance hereof, unless Subscribing Agency elects to sign separately where indicated below:

---

Signature (CLETS Subscribing Agency)

---

Print Name and Title

---

Date

**Remainder of this page left intentionally blank.**

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

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

**Microsoft Internal Use Only:**

CTM_CCSF_MasterEnrollment.docx	CTM	CTM-CTC-AGR-ENR- LOL	BD
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**Appendix A  
Enrollment Documents**

**A2: ENTERPRISE AGREEMENT STATE AND LOCAL**





## Enterprise Enrollment

Enterprise Enrollment number  
(Microsoft to complete)

Enterprise Enrollment number (Microsoft to complete)
Previous Enrollment number (Reseller to complete)

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) 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. 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 retroactively 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

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, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this 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") for up to one year, unless designated in the Product Terms to continue until cancelled, 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. 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/Province\***

**Postal code\***

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

**Country\***

**Phone\***

**Tax ID**

\* indicates required fields

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

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

**Contact name\* First      Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

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

**Country\***

**Phone\***

**Language preference.** Choose the language for notices. English

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

\* indicates required fields

**c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the 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/Province\***

**Postal code\***

**Country\***

**Contact name\***

**Phone\***

**Contact email address\***

\* indicates required fields

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

**Appendix A**  
**Enrollment Documents**

A3: MASTER AGREEMENT AKA "THE RIVERSIDE AGREEMENT" (MICROSOFT LICENSING, GP DOCUMENT SUMMARY FORM, MSE#: 3-0000009076682)



# Microsoft Licensing, GP Document Summary Form

*\* This is for informational purposes only \**

MSE#:

(MSLI  
Tracking  
Number)

**3-0000009076682**

Doc Type:

**Amendments**

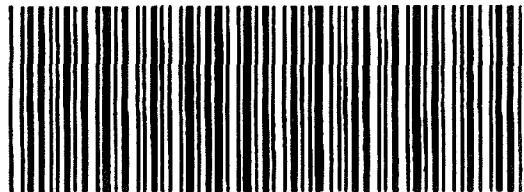
*Do not modify the formatting or spacing of this Form above this text*

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAP/LAD/ESA:



Program/Version

**SLG 2015**

*(MSLI Scanning Code)*

**ACCOUNT: County of Riverside**

2

Outsourcer Name:

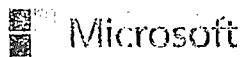
Business Agreement Number:

Master Agreement Number: **01E73970**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

## Amendment to Contract Documents Enterprise Agreement

Amendment ID CTM

CAMSTR-051116

This Enterprise Agreement Amendment ("Amendment") is entered into between the entities and as of the effective date identified in the Signature Form. The terms and conditions in this Amendment supersede any conflicting terms and conditions in the Agreement and Enrollment. The Agreement is hereby amended by adding the following:

1. **Effective Date.** The Effective Date of the Agreement is November 1, 2016.
2. **Pricing.** The following is added to Section 2, entitled "How the Enterprise Program works," of the Enterprise Agreement:
  - d. **Pricing.**
    - (i) **Establishing Price Levels.** Price Level that Microsoft will charge Enrolled Affiliate's reseller will be Level D for Azure related services ordered under any Enrollment. Enrolled Affiliate's Price Level will be Level D minus 7.5% for all initial orders and subsequent orders (e.g. True-ups, Supplemental Orders, Annual Orders) of all other Products ordered under any Enrollment.
    - (ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to Enrolled Affiliate's Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this Agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

**This amendment must be attached to a signature form to be valid.**

Microsoft Internal Use Only:

CTM EA RiversideCountyMaster May2010 FINAL CTM

CTM-OTH

BD

# Microsoft Licensing, GP Document Summary Form

\* This is for informational purposes only \*

MSE#:

(MSLI  
Tracking  
Number)

**3-0000009076682**

Doc Type:

**Master Agreement**

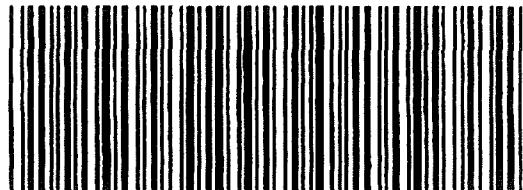
*Do not modify the formatting or spacing of this Form above this text*

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:



Program/Version

**SLG 2015**

(MSLI Scanning Code)

**ACCOUNT: County of Riverside**

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **01E73970**

Agreement Number:

Purchase Order Number:

Comments:



## Enterprise Agreement

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

## State and Local

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. Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

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.

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

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place its initial order;

"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.

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 Enrollment 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. In that case, 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.

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.** Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

- (i) an Affiliate or

(ii) an unaffiliated third party in connection with (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, 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 (including, without limitation, the 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
- (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 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) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

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 or any order of any kind, including subscription services, 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 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.
- 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 terms 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.
- d. **Restrictions.** Enrolled Affiliate must not (and must not attempt 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 obligations beyond those included in this agreement, or (3) work around any technical limitations in the Products or restrictions in Product documentation. Except as expressly permitted in this agreement, Customer must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product or Fix to offer hosting services to a third party.
- e. **No transfer of ownership; reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products or Fixes and (2) reserves all rights not expressly granted in this Agreement.

## 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 the Confidential Information is received.

## 9. ***Privacy and Compliance and 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 contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth

by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

- c. **U.S. export jurisdiction.** 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 cover 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.** 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.***

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides; (iv) Enrolled Affiliate's combination of the Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this Agreement; (vi) Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes provided free of charge.
- b. **By Enrolled Affiliate.** Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:
  - (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."

- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software or Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** The party being defended under this section 11 must notify the other party promptly of any claim subject to the subsection titled "By Microsoft," give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 11 are the exclusive remedies for the claims described in this section.

## **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, including loss of use, loss of profits, 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 accurate and complete 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 Enrolled Affiliate and its Affiliates' compliance with the Product's license terms for the Products.
- b. **Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. 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. Any information collected in the self-audit will be used solely for purposes of determining compliance.

- c. **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.

#### **14. Miscellaneous.**

- a. **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 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.

**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

- b. **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 other 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.
- c. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- d. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- e. **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.
- f. **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.

- g. This Agreement is not exclusive. Customer and its Affiliates are free to enter into agreements to license, use or promote non-Microsoft products.
- h. **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.
- i. **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.
- j. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the agreement..
- k. **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.
- l. **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.
- m. **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>.
- n. **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.
- o. **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.
- p. **Calendar days.** Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

## 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\* County of Riverside  
Contact name\*: First Melissa Last Etter  
Contact email\* melissa.etter@rivcoit.org  
Street address\* 3450 14th Street  
City\* Riverside State\* CA Postal code\* 92501-3862  
Country\* US  
Phone\* 951-956-7731 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

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\* County of Riverside

Contact name\*: First Jenifer Last Rutherford

Contact email\* [jenifer.rutherford@rivcoit.org](mailto:jenifer.rutherford@rivcoit.org)

Street address\* 3450 14th Street

City\* Riverside State\* CA Postal code\* 92501-3862

Country\* USA

Phone\* 951-955-7785 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\* County of Riverside

Contact name\*: First Jim Last Smith

Contact email\* [jim.smith@rivcoit.org](mailto:jim.smith@rivcoit.org)  
Street address\* 3450 14th Street  
City\* Riverside State\* CA Postal code\* 92501-3862  
Country\*: US  
Phone\* 951-955-1000 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\* County of Riverside

Contact name\*: First Jenifer Last Rutherford

Contact email\* [jenifer.rutherford@rivcoit.org](mailto:jenifer.rutherford@rivcoit.org)

Street address\* 3450 14th Street

City\* Riverside State\* CA Postal code\* 92501-3862

Country\*: US

Phone\* 951-955-7785 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



**Appendix A  
Enrollment Documents**

A4: ONLINE SERVICE TERMS, MAY 1, 2017



# Online Services Terms

## May 1, 2017



Microsoft

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# Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <http://microsoft.com/licensing/contracts>.

## Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to <http://go.microsoft.com/?linkid=9840733> or contact its reseller or Microsoft Account Manager.

## Clarifications and Summary of Changes

Additions	Deletions
Kaizala	

### Privacy and Security Terms

Data Processing Terms: The Office 365 Services row in the Online Services table has been updated to include Office 365 Video. The Office 365 Services bullet in the Location of Customer Data at Rest section has been updated to include the United Kingdom.

### Online Service Specific Terms

Bing Maps: Bing Maps Asset Management has been renamed Mobile Asset Management.

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# General Terms

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

## Definitions

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

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

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

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

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

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

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

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

"SL" means subscription license.

## Online Services Terms Updates

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

## Online Services Changes and Availability

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

## Data Retention

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

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

## Use of Software with the Online Service

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

### 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 data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST for Customer Data.

#### **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.

#### **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). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

#### **Acceptable Use Policy**

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

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

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

#### **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.

#### **Compliance with Laws**

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, biometric data, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

**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).

**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.

**License Reassignment**

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

**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.

**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.

**Multiplexing**

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

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# Privacy and Security Terms

This section of the Online Services Terms has two parts:

- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

## General Privacy and Security Terms

### Scope

The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, and Microsoft Cognitive Services, which are governed by the privacy and/or security terms referenced below in the applicable Online Service-specific Terms.

### Use of Customer Data

Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

### Disclosure of Customer Data

Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer 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 Customer 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 not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer 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.

### 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 OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

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 Online Service 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 in Microsoft's possession as may be required under applicable law.

### HIPAA Business Associate

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, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Online 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 volume licensing agreement):

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

## Security

Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

### Security Incident Notification

If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond 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 an Online Service.

### Location of Data Processing

Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. In addition to Microsoft's commitments under the Standard Contractual Clauses and other model contracts, Microsoft is certified to the EU-U.S. Privacy Shield Framework and the commitments it entails.

### Preview Releases

Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

### Use of Subcontractors

Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

### 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  
 Carmenhall Road  
 Sandyford, Dublin 18, Ireland

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## Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the "Standard Contractual Clauses," pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive. The Standard Contractual Clauses are in [Attachment 3](#). In addition,

- Execution of the volume licensing agreement includes execution of [Attachment 3](#), which is countersigned by Microsoft Corporation;
- The terms in Customer's volume licensing agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer's volume licensing agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft's systems in accordance with the DPT.

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

In the DPT, the term "Online Services" applies only to the services in the table below, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

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: Microsoft Dynamics 365 for Customer Service, Microsoft Dynamics 365 for Field Service, Microsoft Dynamics 365 for Project Service Automation, Microsoft Dynamics 365 for Sales, and Microsoft Social Engagement. Microsoft Dynamics 365 Core Services do not include (1) Microsoft Dynamics 365 for Operations or Microsoft Dynamics 365 for Financials; (2) Microsoft Dynamics 365 Services for supported devices or software, which includes but is not limited to Microsoft Dynamics 365 for apps, tablets and/or phones; 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 Microsoft 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: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Office 365 Advanced Threat Protection, SharePoint Online, OneDrive for Business, Microsoft Planner, Project Online, Skype for Business Online, Sway, Office Online, Office 365 Video, Microsoft MyAnalytics, Customer Lockbox, Microsoft Bookings, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate 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 Azure Core Services	Azure Active Directory, Azure IoT Hub, Azure Resource Manager, Azure Rights Management, API Management, Application Gateway, App Service (API Apps, Mobile Apps, Web Apps), Automation, Backup, Batch, BizTalk Services, Cloud Services, Data Catalog, Data Factory, DocumentDB, Event Hubs, Express Route, HDInsight, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Machine Learning, Management Portal, Media Services, Multi Factor Authentication, Notification Hubs, Redis Cache, Scheduler, Service Bus, Service Fabric, Site Recovery, SQL Database, Storage, StorSimple, Stream Analytics, Traffic Manager, Virtual Machines, Virtual Network, Visual Studio Team Services, and VPN Gateway
Microsoft Cloud App Security	The cloud service portion of 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 BI Services	The cloud service portion of Microsoft Power BI offered as a standalone service or as included in an Office 365-branded plan or suite, but excluding data catalog functionality, the Power BI mobile applications, or Power BI Desktop

## Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, India, Japan, the United Kingdom, or the United States (each of the foregoing a Geo), 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, and Project Online data, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Power BI Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, India, Japan, the European Union, United Kingdom, or the United States, Microsoft will store Microsoft Power BI Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Power BI 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, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Cloud App Security.** Microsoft will store Customer Data at rest in the United States.
- **Microsoft Dynamics 365 Core Services.** Except for Microsoft Social Engagement, if Customer provisions its instance of Microsoft Dynamics 365 Core Services in Australia, Canada, the European Union, India, Japan, the United Kingdom or the United States, Microsoft will store Customer Data at rest within the specified Geo. Certain entities may not be configured to be stored in any particular Geo and may be stored at rest in other locations as detailed in the Microsoft Dynamics 365 Trust Center.

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

## Privacy

- **Customer Data Deletion or Return.** No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data.** Unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- **Microsoft Personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer.** Microsoft may hire subcontractors to provide certain limited or ancillary services on its behalf. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Microsoft provides a website that lists subcontractors authorized to access Customer Data in the Online Services as well as the limited or ancillary services they provide. At least 6 months before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service 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 the terminated Online Services from subsequent Customer invoices.

## Additional European Terms.

These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.

- **End Users in EEA or Switzerland.** Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties.** For the Online Services, Microsoft is a data processor (or sub processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's volume licensing agreement (including the terms and conditions incorporated by reference therein), along with Customer's use and configuration of features in the Online Services, are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement.

- **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under Customer's volume licensing agreement. The objective of the data processing is the performance of the Online Services.
- **Scope and Purpose of Data Processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's volume licensing agreement.
- **Customer Data Access.** For the term designated under Customer's volume licensing agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

## Security

- **General Practices.** Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

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

Domain	Practices
Access Control	<p><b>Access Policy.</b> Microsoft maintains a record of security privileges of individuals having access to Customer Data.</p> <p><b>Access Authorization</b></p> <ul style="list-style-type: none"> <li>- Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.</li> <li>- Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.</li> <li>- Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.</li> <li>- Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins.</li> </ul> <p><b>Least Privilege</b></p> <ul style="list-style-type: none"> <li>- Technical support personnel are only permitted to have access to Customer Data when needed.</li> <li>- Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.</li> </ul> <p><b>Integrity and Confidentiality</b></p> <ul style="list-style-type: none"> <li>- Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.</li> <li>- Microsoft stores passwords in a way that makes them unintelligible while they are in force.</li> </ul> <p><b>Authentication</b></p> <ul style="list-style-type: none"> <li>- Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.</li> <li>- Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.</li> <li>- Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.</li> <li>- Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.</li> <li>- Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password.</li> <li>- Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.</li> <li>- 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.</li> </ul> <p><b>Network Design.</b> Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.</p>
Information Security Incident Management	<p><b>Incident Response Process</b></p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- 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 unreasonable delay and, in any event, within 30 calendar days.</li> <li>- Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.</li> </ul> <p><b>Service Monitoring.</b> Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
Business Continuity Management	<ul style="list-style-type: none"> <li>- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.</li> <li>- Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last replicated state from before the time it was lost or destroyed.</li> </ul>

### Online Services Information Security Policy

Each Online Service follows a written data security policy ("Information Security Policy") that complies with the control standards and frameworks shown in the table below.

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Office 365 Services	Yes	Yes	Yes	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes	Yes	Yes*	Yes*
Microsoft Azure Core Services	Yes	Yes	Yes	Varies**	Varies**
Microsoft Cloud App Security	Yes	Yes	Yes	No	No
Microsoft Intune Online Services	Yes	Yes	Yes	Yes	Yes
Microsoft Power BI Services	Yes	Yes	Yes	No	No

*\*Does not include Microsoft Social Engagement.*

*\*\*Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.*

Microsoft may add industry or government standards at any time. Microsoft will not eliminate a standard or framework in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any). Azure Government Services meet a separate set of control standards and frameworks, as detailed on the Microsoft Azure Trust Center.

Subject to non-disclosure obligations, Microsoft will make each Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets Customer's requirements.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

#### **Microsoft Audits of Online Services**

For each Online Service, Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including 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 for each Online Service.
- 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 will be Microsoft's Confidential Information. The Microsoft Audit Report 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 so that Customer can verify Microsoft's compliance with the security obligations under the DPT. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Microsoft Corporation is an intended third-party beneficiary of this section.

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# Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

## Microsoft Azure Services

### Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

### Service Level Agreement

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

### Definitions

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

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

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

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

### Limitations

#### Customer may not

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

### Retirement of Services or Features

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

### Data Retention after Expiration or Termination

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

### Hosting Exception

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

### Use of Software within Microsoft Azure

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

### Data Center Availability

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

## Sharing

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

## Marketplace

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

# Microsoft Cognitive Services

## Microsoft Cognitive Services Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Microsoft Cognitive Services, except that this Microsoft Cognitive Services section controls to the extent it conflicts with the Microsoft Privacy Statement.

## Use of Cognitive Services Data.

Customer is solely responsible for the content of all Customer Data it sends to the Cognitive Services ("Cognitive Services Data").

Microsoft may process Cognitive Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Cognitive Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Cognitive Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

Where Cognitive Services Data includes personal data, Customer will obtain sufficient consent for such processing by Microsoft from the data subjects (or from their parents or guardians as required by applicable law).

Microsoft is committed to helping protect data subjects who may be identifiable from Cognitive Services Data that Microsoft retains. Microsoft has implemented business and technical measures designed to help de-identify some retained Cognitive Services Data.

This Use of Cognitive Services Data section will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all right, title and interest in and to Cognitive Services Data. Microsoft acquires no rights in Cognitive Services Data, other than the rights Customer grants to Microsoft in this Use of Cognitive Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

## Cognitive Services Data Retention

Unless stated in documentation for a service, Cognitive Services are not designed to store Customer Data on Customer's behalf.

## Application of General Privacy and Security Terms

Only the following sections of the General Privacy and Security Terms apply to the Cognitive Services: Location of Data Processing, Preview Releases, Use of Subcontractors, How to Contact Microsoft

## Attribution

When using the Microsoft Cognitive Services (except the Search APIs (defined below)), Customer will provide reasonably prominent attribution. The attribution should read "using Microsoft Cognitive Services" and include a hyperlink to <http://go.microsoft.com/fwlink/?LinkId=829046>.

## Precedence

This Microsoft Cognitive Services section controls to the extent there is any conflict with other parts of the OST.

## Bing APIs Limit on Customer use of service output for

Customer may not use any data from the Bing branded APIs for the purpose of developing or offering any comparable machine learning based service

### Bing Search APIs Use and Display Requirements

Customer must comply with use and display requirements for the Bing Web Search, Image Search, Video Search and News Search APIs, Bing Spell Check, and Bing Autosuggest (collectively, the "Search APIs"), which are available <https://aka.ms/r1j7jq>. Customer must use results it obtains through the Search APIs only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Search APIs are not Products, Fixes, or Services Deliverables.

### Translator API

#### 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.

#### Limit on Customer use of service output:

Customer may not use any data from Microsoft Translator for the purpose of developing or offering any comparable machine-learning based service.

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## Microsoft Azure Plans

### Notices

The Bing Maps Notices in [Attachment 1](#) apply.

### Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Information Protection, and Microsoft Intune.

## Azure Active Directory Basic

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

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## Azure Active Directory Premium

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

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## Azure Information Protection Premium

### Notices

The Bing Maps Notices in [Attachment 1](#) applies. Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

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## Microsoft Dynamics 365 Services

Microsoft Dynamics 365 for Case Management, Enterprise Edition  
 Microsoft Dynamics 365 for Customer Service, Enterprise Edition  
 Microsoft Dynamics 365 for Field Services, Enterprise Edition  
 Microsoft Dynamics 365 for Financials, Business Edition  
 Microsoft Dynamics 365 for Operations, Enterprise Edition

Microsoft Dynamics 365 for Project Service Automation, Enterprise Edition  
 Microsoft Dynamics 365 for Sales, Enterprise Edition  
 Microsoft Dynamics 365 for Team Members, Business Edition  
 Microsoft Dynamics 365 for Team Members, Enterprise Edition

### Notices

The Bing Maps and Professional Services Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer as subject to the Professional Services Notice in [Attachment 1](#).

## Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other offerings that fulfill SL requirements.

## External Users

External Users of Microsoft Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to contractors or agents of Customer or its Affiliate, or External Users using Microsoft Dynamics 365 clients with Microsoft Dynamics 365 Services other than Microsoft Dynamics 365 for Operations.

## Microsoft Dynamics 365 for Operations

Customer may modify Microsoft Dynamics 365 for Operations to allow extension of its functionality, but only for Customer's internal use purposes.

## Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

Customer with active Microsoft Dynamics 365 Services subscriptions may:

- install and use any number of copies of the Microsoft Dynamics 365 On-premises Server software on any server;
- allow users or devices licensed with Microsoft Dynamics 365 On-premises CALs, Microsoft Dynamics CRM CALs and Microsoft Dynamics AX CALs to access Microsoft Dynamics 365 On-premises Server software provided with Microsoft Dynamics 365 subscriptions. Users or devices without Software Assurance on CALs may not access new versions of Microsoft Dynamics 365 On-premises Server;
- receive and use updates related to government tax and regulatory requirements on Microsoft Dynamics On-premises Server software;
- 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 Microsoft Dynamics 365 On-premises Server software and only for Customer's internal purposes; and
- this server use rights provision does not apply to Customers licensed for Dynamics 365 Business Edition .

## Microsoft Social Engagement

### Service Level Agreement

There is no SLA for Microsoft Social Engagement.

### Social Content Obtained through Microsoft Social Engagement

Social Content is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of collecting Social Content. Customer may use Social Content for its internal business purposes only. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

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## Office 365 Services

### Notices

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

### Core Features for Office 365 Services

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

### Administration Portal

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

## Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Office 365 Services.

### Microsoft Teams

**Notice:** The H.264/MPEG-4 AVC Notice in [Attachment 1](#) applies to all Office 365 Services that include Microsoft Teams.

### Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Exchange Online

Office 365 Advanced Threat Protection

Exchange Online Archiving for Exchange Server

Office 365 Threat Intelligence

Exchange Online S1

Data Loss Prevention

Exchange Online (Plan 1 and Plan 2)

Exchange Online Archiving for Exchange Online

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

Exchange Online or its successor service will have the following [Core Features](#) capabilities:

#### Emails

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

#### Mobile and Web Browser Access

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

#### Retention Policies

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

#### Deleted Item and Mailbox Recovery

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

#### Multi-Mailbox Search

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

#### Calendar

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

#### Contacts

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

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

Exchange Online Archiving or its successor service will have the following [Core Features](#) capabilities:

#### Storage

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

#### Retention Policies

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

#### Deleted Item and Mailbox Recovery

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

**Multi-Mailbox Search**

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

**Legal Hold**

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

**Archiving**

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

**Archiving for Exchange Server**

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

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

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

**Data Loss Prevention Device License**

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

**Service Level Agreement**

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

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## Office 365 Applications

Office 365 Business

Visio Pro for Office 365

Office 365 ProPlus

**Service Level Agreement**

There is no SLA for Visio Pro for Office 365.

**Installation and Use Rights**

Each user to whom Customer assigns a 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 shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at [www.office.com/sca](http://www.office.com/sca). For the purpose of this use right “network server” means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers license for Office 365 Business; 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.

**The following terms apply only to Office 365 Business and Office 365 ProPlus****Smartphone and Tablet Devices**

Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets.

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

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

### Office Online Server

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

### Subscription License Suites

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

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## Microsoft MyAnalytics

### Service Level Agreement

There is no SLA for Microsoft MyAnalytics.

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## Office Online

### Core Features for Office 365 Services

Office Online or its successor service will have the following [Core Features](#) capabilities:

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

### External Users

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

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## OneDrive for Business

### External Users

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

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## Project Online

Project Online Essentials  
Project Online Professional

Project Online Premium

### Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Online Professional or Project Online Premium 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 shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at [www.office.com/sca](http://www.office.com/sca). For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use; 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.

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## SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP  
SharePoint Online S1

SharePoint Online (Plan 1 and Plan 2)

### Core Features for Office 365 Services

SharePoint Online or its successor service will have the following [Core Features](#) capabilities

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**Collaboration Sites**

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

**Storage**

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

**External Users**

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online S1, 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.

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## Skype for Business Online

[Skype for Business Online \(Plan 1 and Plan 2\)](#)

[Skype for Business Online Cloud PBX](#)

**Notices**

The H.264/MPEG-4 AVC and/or VC-1 Notices in [Attachment 1](#) apply.

**Core Features for Office 365 Services**

Skype for Business Online Plan 1 and Plan 2 or their successor services will have the following [Core Features](#) capabilities:

**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.

**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.

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## Skype for Business Online PSTN Services

[Skype for Business Online PSTN Calling](#)

[Skype for Business Online PSTN Conferencing](#)

[Skype for Business PSTN Consumption](#)

**PSTN Services**

Skype for Business Online PSTN Services ("PSTN Services") enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided by the Microsoft Affiliate authorized to provide them. Pricing for PSTN Services may include applicable taxes and fees. The terms of use of PSTN may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed on the Volume Licensing site (<http://go.microsoft.com/fwlink/?LinkId=690247>).

Exceeding the usage limitations for the applicable PSTN Service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending PSTN Services, and customer will be able to make emergency calls during any period of suspension.

**Important Information About Emergency Services**

Customer must notify each user of Skype for Business Online PSTN Calling that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Skype for Business may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location, (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an

Emergency Services call through Skype for Business PSTN Calling services; and (iii) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

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## Other Online Services

### Bing Maps Enterprise Platform and Mobile Asset Management Platform

#### Service SLs

A Service SL is required to access the services via the Bing Maps Enterprise Platform or Mobile Asset Management Platform. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- For the Bing Maps Enterprise Platform Service SL, either:
  - Bing Maps Public Website Usage Add-on SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
  - Bing Maps Internal Website Usage Add-on SL, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
  - Bing Maps Known User Add-on SL, or
  - Bing Maps Light Known User Add-on SL.
- For the Mobile Asset Management Platform Service SL; for each Asset either:
  - 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)

#### Qualifying Mobile Asset Management Platform Service SL Add-on SLs

For the Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

#### Authenticated Users

Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Mobile Asset Management Platform must have a SL.

#### Bing Maps APIs

Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at <https://aka.ms/bingmapsplatformmapistou> and <https://aka.ms/bingmapsplatformmsdks/>.

#### Bing Maps Privacy

The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at:

<https://go.microsoft.com/fwlink/?LinkId=521839> apply to Customer's use of the Bing Maps Services.

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## Business Application Platform

Microsoft Flow

Microsoft Power Apps

Microsoft Power BI Pro

Microsoft Stream

#### Notices

The [Bing Maps](#), [H.264/AVC Visual Standard](#), [VC-1 Video Standard](#), and [MPEG-4 Part 2 Visual Standard](#) and [MPEG-2 Video Standard](#) Notices in [Attachment 1](#) apply.

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## Kaizala

### Service Level Agreement

There is no SLA for Kaizala.

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## Microsoft Cloud App Security

### Notices

The Bing Maps and Professional Services notices in [Attachment 1](#) apply.

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## Microsoft Intune

### Microsoft Intune (per user)

### Microsoft Intune Add-on for System Center Configuration

Microsoft Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user) ("Microsoft Intune Add-On")

### Notices

Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

### Manage Devices and Applications

Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage applications and up to fifteen devices.

### Storage Add-on SL

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

### Windows Software Components in System Center Software

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

### SQL Server Technology and Benchmarking

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

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## Microsoft Learning

### Microsoft Learning E-Reference Library

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

### Microsoft Learning Imagine Academy Service SL

A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

### Microsoft Learning Imagine Academy Program Guidelines

The Imagine Academy program guidelines, located at <http://www.microsoft.com/itacademy>, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

### Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party

Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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## Minecraft: Education Edition

### Notices

The Bing Maps Notices in [Attachment 1](#) apply.

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## Office 365 Developer

### 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.

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## Windows Desktop Operating System

### Data Retention

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

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# Attachment 1 – 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 End User Terms of Use available at [go.microsoft.com/?linkid=9710837](http://go.microsoft.com/?linkid=9710837) and the Bing Maps Privacy Statement available at [go.microsoft.com/fwlink/?LinkID=248686](http://go.microsoft.com/fwlink/?LinkID=248686).

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## Professional Services

Customer may be eligible for Microsoft customer support and consulting services related to this Online Service. These services are "Professional Services" under Customer's volume licensing agreement. If Customer's volume licensing agreement covers Online Services only (and does not define Professional Services), then these services are provided subject to the "Professional Services Terms" below.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associate Agreement signed by the parties, do not apply. Any information provided to Microsoft in connection with these Professional Services is protected under the confidentiality terms of Customer's volume licensing agreement.

Additional terms may apply to these Professional Services, but only to the extent those terms don't conflict with this Notice.

### Professional Services Terms

#### Definition

Any services to which this notice applies are defined, collectively, as "Professional Services".

#### Obligations of the Parties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

#### 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. **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. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

#### Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

#### Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of 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.

#### Services Deliverables

"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

**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.

**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 this Notice 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.

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## 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.

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

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO [www.mpegl.com](http://www.mpegl.com).

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

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## Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded  in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services.

Online Service	Office 365 Enterprise E1	Office 365 Government	Office 365 Education	Office 365 Business Essentials	Office 365 Business Premium	Enterprise Mobility + Security	Secure Productive Enterprise	Dynamics 365 Enterprise Edition
Exchange Online	S1	E1	E3	E5				
Exchange Online S1								
Exchange Online Plan 1								
Exchange Online Plan 2								
SharePoint Online								
SharePoint Online S1								
SharePoint Online Plan 1								
SharePoint Online Plan 2								
Skype for Business Online								
Skype for Business Online Plan 1								
Skype for Business Online Plan 2								
Skype for Business Online Cloud PBX								
Skype for Business Online PSTN Conf								
Office Online								
Office 365 Business								
Office 365 ProPlus								
Microsoft MyAnalytics								
Office 365 Advanced Compliance								
Office 365 Advanced Security Manag								
Office 365 Threat Intelligence								
Microsoft Power BI Pro								
Office 365 Advanced Threat Protection								
Microsoft Intune								
Azure Info Protection Premium Plan 1								
Azure Info Protection Premium Plan 2								
Azure Active Directory Premium Plan 1								
Azure Active Directory Premium Plan 2								
Microsoft Cloud App Security								
Microsoft Dynamics 365 for Customer Service								
Microsoft Dynamics 365 for Field Service								
Microsoft Dynamics 365 for Operations								
Microsoft Dynamics 365 for Project Service Automation								
Microsoft Dynamics 365 for Sales								
Microsoft PowerApps Plan 2								
Microsoft Stream Plan 1								

<sup>1</sup> Add on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus

<sup>2</sup> In addition to the Online Services identified above, the Secure Productive Enterprise fulfills the SL requirement for Windows SA per User as described in the Product Terms

<sup>3</sup> Inclusion of Skype for Business Online PSTN Conferencing with Office 365 Enterprise E5 is dependent on regional availability

## Attachment 3 – The Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### Clause 1: Definitions

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

### Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract 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 the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so,
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred,

- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### **Clause 6: Liability**

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### **Clause 7: Mediation and Jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8: Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### **Clause 9: Governing Law.**

The Clauses shall be governed by the law of the Member State in which the data exporter is established

#### Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

#### Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

#### Appendix 1 to the Standard Contractual Clauses

**Data exporter:** Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Processing Terms."

**Data importer:** The data importer is MICROSOFT CORPORATION, a global producer of software and services.

**Data subjects:** Data subjects include the data exporter's representatives and end users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

**Categories of data.** The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

**Processing operations.** The personal data transferred will be subject to the following basic processing activities:

- a. **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.
- b. **Scope and Purpose of Data Processing.** The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.
- c. **Customer Data Access.** For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

**d. Data Exporter's Instructions.** For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

**e. Customer Data Deletion or Return.** Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

**Subcontractors:** The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

#### **Appendix 2 to the Standard Contractual Clauses**

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

**1. Personnel.** Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

**2. Data Privacy Contact.** The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation

Attn: Chief Privacy Officer  
1 Microsoft Way  
Redmond, WA 98052 USA

**3. Technical and Organization Measures.** The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

**Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:**

851B7BFC2840456  
Rajesh Jha  
Signature DocuSigned By: Rajesh Jha

Rajesh Jha, Corporate Vice President  
Microsoft Corporation  
One Microsoft Way, Redmond WA, USA 98052



**Appendix A  
Enrollment Documents**

A5: PRODUCT TERMS, MAY 1 2017



# Product Terms

## May 1, 2017

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# Introduction

## About this Document

Beginning July 1, 2015, the Product Terms replaces both the Product List and the Product Use Rights (PUR) documents. All references to the Product List and PUR in Customer's volume licensing agreements refer to the applicable sections of the Product Terms. The Product Terms describe the availability of Products and Professional Services through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for Software Products (previously conveyed through the PUR). Terms of service for the Online Services referenced in this document are published in the Online Services Terms (OST) at <http://go.microsoft.com/?linkid=9840733>.

Products listed in the Product Terms are available as of the date on the Product Terms Cover Page. Earlier versions of the Product Terms are available on <http://go.microsoft.com/?linkid=9839207>, including earlier versions of the Product List and PUR documents. Information on discontinued Microsoft products and services is available on <http://www.microsoftvolumelicensing.com>. Customers should contact their reseller or Microsoft account manager for information pertaining to regional availability of Microsoft products and Professional Services.

## What this Document contains

The Product Terms includes the following sections:

- Introduction, which includes a list of recent changes.
- License Terms, which list the Universal License Terms and License Model Terms that apply to Software Products.
- Software Products, which list all Software Product Entries.
- Online Services Products, which list all Online Services Product Entries.
- Glossary, which defines Attributes, Cell Values, Column Headings and other capitalized terms used in the Product Terms.
- The following appendices:
  - Appendix A – CAL/ML Equivalent Licenses Table, which identifies CAL suites and Online Services subscription Licenses available that provide access to Server Products.
  - Appendix B – Software Assurance, which describes rules on purchasing SA and additional benefits available to SA customers.
  - Appendix C – Professional Services, which lists the Professional Services offered through Microsoft Volume Licensing.
  - Appendix D – Program Agreement Supplemental Terms, which provides additional terms for Microsoft Volume Licensing Program Agreements.
  - Appendix E – Product Promotions, which lists Product promotions that are not otherwise on the Price List.
  - Appendix F - Storage Array Terms, which provided additional terms for Storage Array devices.
  - Appendix G – Premium Assurance, which describes rules on purchasing Premium Assurance and additional benefits available to Premium Assurance customers.
- Index, which lists all the Products referenced in the Product Terms and identifies where they are located.

## How to Navigate a Product Entry

Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance.

Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

**1. Program Availability** identifies, for each Product, the offering type, point count (where applicable), and availability across volume licensing programs.

Products	DA	L	LSA	SA	Open License		MPSA	CAL	S/S+										
					Open	Open													
Windows MultiPoint Server 2012 Standard	12/12	5	8	5															
Windows MultiPoint Server 2012 Premium	12/12	10	15	5															

**2. Product Conditions** provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

2. Product Conditions		Product Pool Eligibility		Downgrade Eligibility	
Prior Version: Microsoft Studio 2012 (3/1/12)	Product Pool Eligibility: None	Downgrade Eligible: N/A	Prerequisites: N/A	Reduction Eligible: N/A	Years Use Eligible: N/A
Entitled Term: Eligible: N/A					
Prerequisites: N/A	Qualified User: Eligible: N/A	Transition Eligible: N/A			
Reduction Eligible: (SCB): All except MSON DS					
UTD Discrepancy: N/A	Transition Eligible: N/A				

**2.1. License Grant for SQL Server Parallel Data Warehouse Developer**  
The licensed users under Microsoft Studio Professional with MSON, Microsoft Studio Premium 2013 with MSON, Microsoft Studio Test Professional 2013 with MSON are deemed to have one license for SQL Server 2012 Parallel Data warehouse/DM/EXPRESS.

**3. 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 "Product Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry. Terms for Online Services are in the OST.

<b>3. Use Rights</b>			<small>Blue Underline text is a "hyperlink" redirecting to more details</small>
License Terms: <a href="#">Universal Server CAL 3</a>	Product-Specific License Terms: N/A	Additional Software: A:	
Client Access Requirement: A1	External User Access Requirement: EPL	Included Technologies: N/A	
Notices: N/A			
<b>3.1 Server Software Access</b>			
Basic Access License	Project Server 2013 CAL Project/Online User SL	Pro Pro	Server Software Access table details the licenses needed to access the Server or manage devices using the Product listed in 1. Program Availability

**4. Software Assurance** identifies terms and conditions associated with SA coverage.

<b>4. Software Assurance</b>			
SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: All (except Developer and Parallel Data Warehouse)	
License Mobility: All (except Developer and Parallel Data Warehouse)	Migration Rights: Production – March 2014 and earlier 2015	Scaling Use Rights: N/A	
SAH Mobility: All (except Developer)			Identifies where information on migration paths from one version of software to another version is located
<b>4.1 SQL Server 2014 Enterprise Core – Unlimited Virtualization</b> Customer may run any number of instances of the server software in any number of OSEs on any licensed server, on all of its core licenses for the server.			

## Clarifications and Summary of Changes to this Document

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

Additions	Deletions
Core Infrastructure Server Suite Standard (16 packs of Core Licenses)	
Core Infrastructure Server Suite Datacenter (16 packs of Core Licenses)	
System Center 2016 Standard Server Management License (16 packs of Core Licenses)	
System Center 2016 Datacenter Server Management License (16 packs of Core Licenses)	
Windows Server 2016 Standard (16 packs of Core Licenses)	
Windows Server 2016 Datacenter (16 packs of Core Licenses)	
Windows Server Standard Core Premium Assurance Add on (16 packs of Core Licenses)	
Windows Server Datacenter Core Premium Assurance Add on (16 packs of Core Licenses)	
Windows Virtual Desktop Access ES Per Device (SL)	
Windows Virtual Desktop Access ES Per User (SL)	
Microsoft Stream Add on	
Microsoft Stream Storage Add on (500GB)	
Fairfax	

### Software

**Windows Desktop Operating System:** Windows 10 Mobile is available at no additional charge for customers with an active Enterprise Agreement, Microsoft Products and Services Agreement, or Select Plus Agreement. SA on Windows is no longer a pre-requisite for this right to Windows 10 Mobile.

**Windows Server:** Microsoft is introducing new 16-pack Core Licenses for Windows Server, System Center, and CIS Suites to simplify acquisition of the 16 core minimum per server. Customers must still license all physical cores on their servers; the existing licensing requirements remain as is.

### Online Service Specific Terms

**Bing Maps:** Bing Maps Asset Management has been renamed Mobile Asset Management.

### Glossary

**Attributes:** The Fail-Over Rights definition has been update to clarify that SA coverage is required on the Licensed Server and the access licenses for eligibility for the Fail-Over Rights SA benefit. The Government Community Cloud definition has been updated to use the term Community, which is defined in the customer's volume licensing agreement.

# License Terms

All instances of the "Product Use Rights" in Customer's volume licensing agreement refer to the terms identified in the "Use Rights" section of each Product Entry. For each Product, this includes the Universal License Terms, applicable License Model Terms and any Product-Specific License Terms in the Product Entry.

For Online Services, references to "Product Use Rights" in Customer's volume licensing agreement refer to the OST. If a software Product includes both software and online services, the online services will be governed by the terms in the OST and all the software will be governed by these License Terms.

## Universal License Terms

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

### 1. Definitions

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

### 2. Customer's Use Rights

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

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

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

### 4. Third Party Software

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

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

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

### 6. Restrictions

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

### 7. Software Assurance

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

### 8. Outsourcing Software Management

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

### 9. License Assignment and Reassignment

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

## 10. Technical Measures

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

### 10.1 Activation and validation

Successful activation or validation verifies that a software Product has been correctly installed, the product key is not stolen, and that no changes have been made to validation, licensing, or activation functions of the software. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK) or AAD based Activation. Customer may not circumvent activation or validation.

### 10.2 Product Keys

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

## 11. Notices

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

### 11.1 Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the privacy statement available in each software Product.

### 11.2 Bing Maps

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

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

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [www.mpeglalicense.com](http://www.mpeglalicense.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.

## 12. Font Components, Images, and Sounds

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

## 13. Included Technologies

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

## 14. Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product or Microsoft Desktop Optimization Pack. This does not apply to Windows Server.

## 15. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required Licenses.

## 16. Administrative and Support Rights

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

## 17. Distributable Code

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

### 17.1 Right to Use and Distribute

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

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

### 17.2 Distribution Requirements

If Customer distributes any Distributable Code, Customer must:

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

### 17.3 Distribution Limitations

Customer may not:

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

## 18. Software Plus Services

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

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## License Model Terms

The License Model for each Product is identified in the Use Rights section of the Product Entry. License Model terms apply to all software Products licensed under that License Model, as specified in the Product Entry and subject to any exceptions and other terms noted in the Product-Specific License Terms.

## Desktop Applications

### Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server dedicated to Customer's use for each License it acquires.
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 dedicated to Customer's use 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.

## Desktop Operating Systems

#### Device License

1. Customer may install one copy of the software on a Licensed Device or within a local virtual hardware system on a Licensed Device for each License it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the Primary User of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

#### Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

## 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.

#### 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.
3. CALs are not required to access server software running a Web Workload or HPC Workload.
4. CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

## 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.

## 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 of 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

1. 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.
2. 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.
3. 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.

## Management Servers

### Management Licenses

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 any Server dedicated to its use 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.

### Client Management Licenses (per OSE or user)

1. Customer may use the software to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
2. OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
3. The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
4. 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.

### Management Licenses are not required for:

1. OSEs in which there are no Running Instances of software;
2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of OSEs from Physical to Virtual, or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

### Data Sets

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

## 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.

## Developer Tools

### User Licenses

1. One Licensed User may use any number of copies of the software and any prior version on any device dedicated to Customer's use for each User License it acquires.
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 Platform Services

1. The Licensed User may run the Software on Microsoft Azure Platform Services during the term of its Visual Studio Subscription.
2. 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.
3. 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 Platform Services.

### Additional Requirements

To run Software on Microsoft Azure Platform Services Customer must activate its Visual Studio Subscription by linking its Microsoft account to the Visual Studio Subscription.

### Acceptance Testing and Feedback

Customer's end users may access the Software, and online services made available with Customer's Visual Studio Subscription, to perform acceptance tests or to provide feedback on its programs.

### Windows Server 2016 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.

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# Software

## Advanced Threat Analytics

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/SF	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	AST
Advanced Threat Analytics 2016 Client Management License per User	8/15		2	1				P	A	A	

### 2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

#### 2.1 Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

### 3. Use Rights

License Terms: Universal, Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices, Internet-based Features		

#### 3.1 Management License

Client Management License	Advanced Threat Analytics 2016 (User or OSE M1)	Management License Equivalent License (refer to Appendix A)
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#### 3.2 Usage Requiring a Management License

Licenses are only required for client OSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

#### 3.3 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Advanced Threat Analytics software, or otherwise attempt to derive the source code for the Advanced Threat Analytics Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Right to Use Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Moving Rights: N/A
Self Hosting: Yes	SA Equivalent Right: N/A	

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# BizTalk

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/SF	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
BizTalk Server 2016 Branch Edition	12/16	25	48	14				EA, P	A	A	A
BizTalk Server 2016 Branch OSE	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100				EA, P	A	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25				EA, P	A	A	A

## 2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (5/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): All (except Branch IDC)	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

## 3. Use Rights

License Terms: Universal; Per Core	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: Internet-based Features		

### 3.1 BizTalk Server Branch and Standard Edition

#### 3.1.1 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.

#### 3.1.2 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.

### 3.2 BizTalk Server Branch Edition

Customer may Run Instances of the software on Licensed Servers only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other Servers or devices; or
- automate business processes across divisions, business units, or branch offices.

### 3.3 Additional Software

Administration and Monitoring Tools	ADOMD.NET	BizTalk Server Related Schemas and Templates
Business Activity Monitoring ("BAM") Client	BAM Alert Provider for SQL Notification Services	BAM Event APIs and Interceptors and Administration Tools
Business Activity Services	Business Rules Component	Development Tools
HTTP Receive Adapter	Master Secret Server/Enterprise Single Sign On	MQHelper.dll
MQSeries Agent	MSXML	SOAP Receive Adapter
Software Development Kit(s)	SQL XMI	UDDI
Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	End User Rights: N/A
License Mobility: All editions	Migration Rights: Product List - December 2014	Reselling Rights: N/A
Self Hosting: All editions (except Branch)	SA Equivalent Rights: N/A	

### 4.1 BizTalk Server 2013 R2 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.

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## CAL Suites

### 1. Program Availability

Products	DA	E	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS/ES	EFS
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Core CAL Suite (Device and User)	(1)	2	1					E, P	E	ED	ED, SD, ST
Core CAL Suite Bridge for Office 365 (User SL)								P	E		
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)								P	E		
Enterprise CAL Suite (Device and User)	(2)	8	2					E, P	EP	ED	ED, SD, ST
Enterprise CAL Suite Bridge for Office 365 (User SL)								P	E		
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)									E		
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)									E		
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)								P	E		
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)									E		

## 2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCF): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		

### 2.1 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.

### 2.2 Components of CAL Suite

Refer to [Appendix A, CAL/Management License Equivalent Licenses](#) chart for the current components of the Core CAL Suite and the Enterprise CAL Suite.

### 2.3 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. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated prior to July 2011, purchase and use of the Online Services included with Enterprise CAL Suite is governed by the Supplemental Terms for Online Services used with Software – Legacy Agreements in [Appendix A – Program Agreement Supplemental Terms in the June 2015 Product List at <http://go.microsoft.com/?linkid=9839207>](#)

### 2.4 CAL Suite Bridge for O365, for O365 & Intune, and for Intune

#### 2.4.1 CAL Suite Bridges Requirements

A CAL Suite Bridge may be required when replacing a CAL Suite with a comparable software and Online Service combination. 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.

A CAL Suite Bridge is an Enterprise Product, and may only be licensed in conjunction with its qualifying Online Service to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365*	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise 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 Enterprise E3, or Office 365 Enterprise E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 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

\*CAL Suite Bridge From SA User SLs require fully paid, perpetual Licenses with active SA for the equivalent Parent CAL Suite. CAL Suite Bridge From SA User SL may also be purchased instead of Subscription Licenses for the Products if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

#### 2.4.2 Student Only CALs (Academic Open License and Academic Select)

Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are not for use in labs or classrooms.

### 3. Use Rights

License Terms: Universal; Server/CAL, Per Core/CAL, Management Server	Product-Specific License Terms: N/A	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 (Forefront United Access Gateway 2010)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

#### 4.1 Extended Use Rights for Secure Productive Enterprise Customers

For qualifying customers, the Secure Productive Enterprise or a combination of Office 365 and Enterprise Mobility + Security provides access rights to the component service of Exchange Online Archiving for Exchange Server. "Qualifying Customers" are Enterprise Enrollment or Enterprise Subscription Enrollment customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Qualifying Customers licensed for Secure Productive Enterprise or the combination of Office 365 and Enterprise Mobility + Security have the same access to Exchange Online Archiving for Exchange Server as Enterprise CAL Suite provided.

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## Core Infrastructure Server (CIS) Suite

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core Infrastructure Server Suite Standard (2 packs of Core Licenses)	3	2									
Core Infrastructure Server Suite Standard (16 packs of Core Licenses)	13	8									
Core Infrastructure Server Suite Datacenter (2 packs of Core Licenses)	24	8									
Core Infrastructure Server Suite Datacenter (16 packs of Core Licenses)	113	48									
Windows Server Standard Premium Assurance Add-on (2 pack Core License)	4/17										
Windows Server Datacenter Premium Assurance Add-on (2 pack Core License)	4/17										

### 2. Product Conditions

Prerequisite: N/A	Product Pool: Server	Prerequisite: N/A
Prerequisite: N/A	Prerequisite: N/A	Prerequisite (SA) Appendix B
Prerequisite: N/A	Established Thereby Prerequisite: N/A	Prerequisite (SA) N/A
Reduction Eligible (SCE) All	Establish Thereby Prerequisite: N/A	Establish Thereby Prerequisite: N/A
Prerequisite: N/A		

## 2.1 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.

## 2.2 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.

## 3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

### 3.1 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.

### 3.2 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.

### 3.3 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.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail Over Rights: N/A
Location Mobility: N/A	Migration Rights: Product List - March 2014, Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

### 4.1 Microsoft Azure Hybrid Use Benefit

Refer to [Section 7. Microsoft Azure Hybrid Use Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server Images on Microsoft Azure.

### 4.2 Nano Server

Customers with active SA on CIS Suite Standard or Datacenter Licenses may install, use, and Manage Nano Server.

### 4.3 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 System Center Configuration Manager.

### 4.4 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.

### 4.5 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

#### 4.6 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) 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) 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.

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## Forefront

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Forefront Identity Manager 2010 R2 - Windows Live Edition	5/12	25	38	13						A	A

### 2. Product Conditions

Prior Version: Forefront Identity Manager 2010 - Windows Live Edition (4/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UVD Discount: N/A		

#### 2.1 Forefront Identity Manager 2010 – Windows Live Edition

Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition.

### 3. Use Rights

License Terms: Universal; Specialty Server	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External Client Access Requirements: N/A	Included Technologies: N/A
Notice: N/A		

#### 3.1 Importing identity data: Forefront Identity Manager 2010 R2 Windows Live Edition

Customer may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between Customer's connected data sources and the Microsoft Passport Network / Windows Live ID service. Customer may not use the software for any other purpose.

### 3.2 Additional Software

Client Software		
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### 4. Software Assurance

SA Benefits: Server	Windows Productivity: N/A	Tool Box Rights: N/A
Enterprise Mobility: N/A	Migration Rights: N/A	Reduction Rights: N/A
Self-Service: N/A	Development Rights: N/A	

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## Microsoft Dynamics

### Microsoft Dynamics 365 On-premises

#### 1. Program Availability

Products	DA	L	U/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST
Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST
Microsoft Dynamics 365 for Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST

#### 2. Product Conditions

Prior Version: Microsoft Dynamics CRM 2016 (12/15), Microsoft Dynamics CRM 2015 (12/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

#### 3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with CALs, except for (i) Customer's or its Affiliates' contractors or agents, or (ii) access through Microsoft Dynamics 365 Clients	Included Technologies: N/A
Notices: Internet-based Features, Bing Maps		

##### 3.1 Microsoft Dynamics 365 for Team Members On-premises CAL Server Software Access

Access to server software for Team Members use.

Access License	Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	Microsoft Dynamics 365 for Team Members, Enterprise edition (User ST)
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##### 3.2 Microsoft Dynamics 365 for Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Microsoft Dynamics 365 for Sales On-premises CAL (Device and User) CAL Equivalent license (see Appendix A)	Microsoft Dynamics 365 for Sales, Enterprise edition (User ST)
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##### 3.3 Microsoft Dynamics 365 for Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User) CAL Equivalent license (see Appendix A)	Microsoft Dynamics 365 for Customer Service, Enterprise edition (User ST)
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##### 3.4 Server Use Rights for Dynamics 365 CALs

Customers with Microsoft Dynamics 365 CALs may install and use any number of copies of the Microsoft Dynamics 365 Server software on a server.

##### 3.5 Eligibility for Qualified Offers

Customers renewing an agreement with Microsoft Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Microsoft Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

##### 3.6 Additional Software

MarketingPilot Connector for Microsoft Dynamics CRM [Workgroup Server 2016 only]	Microsoft Dynamics CRM 2016 Best Practices Analyzer	Microsoft Dynamics CRM 2016 Microsoft Office Outlook
Microsoft Dynamics CRM 2016 Multilingual User Interface (MUI)	Microsoft Dynamics CRM 2016 Report Authoring Extensions	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016

Microsoft Dynamics CRM for supported devices	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM (not Workgroup Server)
Microsoft SharePoint Grid for Microsoft Dynamics CPM 2016		

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - November 2014 and June 2015; Product Terms December 2016	Roaming Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: N/A	

### 4.1 Server Use Rights

Customer may use Microsoft Dynamics CRM Server 2016 or any previous versions of the server software in place of Microsoft Dynamics 365 Server. Customers with Software Assurance on Microsoft Dynamics 365 On-premises CALs may use new versions of Microsoft Dynamics 365 On-premises Server acquired with purchase of CALs or Dynamics 365 Services USLs.

### 4.2 Unified Service Desk (USD)

For each Microsoft 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.

### 4.3 Microsoft Dynamics CustomerSource

Microsoft Dynamics 365 On-premises CAL customers with active SA will have access to CustomerSource.

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## Microsoft Dynamics AX

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics AX 2012 R3 Server	5/14	{50}							A		
Microsoft Dynamics AX 2012 R3 Store Server	5/14	{10}							A		
Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core (2 packs of Core Licenses)	5/14	{125}							A		
Microsoft Dynamics AX 2012 R3 Self-Serve CAL (Device and User)	5/14	{1}							A		
Microsoft Dynamics AX 2012 R3 Task CAL (Device and User)	5/14	{1}							A		
Microsoft Dynamics AX 2012 R3 Task Additive CAL (Device and User)	5/14	{1}							A		
Microsoft Dynamics AX 2012 R3 Functional CAL (Device and User)	5/14	{15}							A		
Microsoft Dynamics AX 2012 R3 Functional Additive CAL (Device and User)	5/14	{10}							A		
Microsoft Dynamics AX 2012 R3 Enterprise CAL (Device and User)	5/14	{50}							A		
Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL (Device and User)	5/14	{25}							A		

### 2. Product Conditions

Prior Version Microsoft Dynamics AX 2012 R2 (12/12)	Product Pool	Server	Prerequisite: N/A
Prerequisite: N/A	Prerequisite: N/A		Prerequisite (SA) Appendix B
Prerequisite: N/A	Prerequisite (SA) Appendix B		Prerequisite (High) N/A
Prerequisite: N/A	Prerequisite (High) N/A		Prerequisite (High) N/A
Prerequisite: N/A			

### 3. Use Rights

License Terms: <u>Universal</u> ; <u>Server/CAL</u> - Server and Store Server, <u>Per Core</u> - Standard Commerce Server Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Standard Commerce Server Core)	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

#### 3.1 Server Software Access

Record time resulting solely for payroll processing; record expenses solely for reimbursement; manage personal information; create requisitions and manage budgets related to these activities

Access License	Microsoft Dynamics AX 2012 R3 Self-Serve CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)
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##### 3.1.1 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Task CAL

Record and approve any type of time and expenses; approve invoices; approve all self-serve related transactions; operate a point of sale device or a warehouse device; and operate a store manager device

Additive Access License	Microsoft Dynamics AX 2012 R3 Task CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL) CAL Equivalent License (See <a href="#">Appendix A</a> )	Microsoft Dynamics AX 2012 R3 Task Additive CAL Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)
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##### 3.1.2 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Functional CAL

Use established operational cycles and business processes provided by the software; create and update (i) position requisitions or (ii) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs; and approve all task and self-serve related transactions.

Additive Access License	Microsoft Dynamics AX 2012 R3 Functional CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	Microsoft Dynamics AX 2012 R3 Functional Additive CAL CAL Equivalent License (See <a href="#">Appendix A</a> )
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##### 3.1.3 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Enterprise CAL

Unrestricted access to all the functionality in the server software across the ERP solution

Additive Access License	Microsoft Dynamics AX 2012 R3 Enterprise CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL CAL Equivalent License (See <a href="#">Appendix A</a> )
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#### 3.2 Modification Right

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

#### 3.3 Dynamics AX Standard Commerce Server Core -- Core Factor

The License minimum per Physical Processor does not apply to Dynamics AX Standard Commerce Server Core. The number of Licenses required equals the number of Physical Cores on the Licensed Server multiplied by the applicable Core Factor located at <http://go.microsoft.com/fwlink/?LinkId=229882>.

#### 3.4 Additional Software

Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server	Microsoft Dynamics AX 2012 R3 Windows Rich Client Software	
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### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (server and core licenses only)
License Mobility: All editions (server and core licenses only)	Migration Rights: Product List - June 2015	Migration Rights: N/A
Self Hosting: All editions	Administrative Rights: N/A	

#### 4.1 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 for the Licensed Servers and CALs.

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## Microsoft Identity Manager

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Identity Manager 2016 CAL (User)	8/15	1	2	1				P	A	A	AOSI
Microsoft Identity Manager 2016 External Connector	8/15	125	188	63	OM			P	A	A	A

### 2. Product Conditions

Prior Version: Forefront Identity Manager 2010 R2 (S/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: Yes
Cheat Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

#### 3.1 Additional Software

Client Software		
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### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Renewing Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: N/A	

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## Office Applications

### Office Desktop Applications

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Access 2016	10/15	1	2	1							
Excel 2016	10/15	1	2	1							
Office Standard 2016	10/15	2	3	1							
Office Professional Plus 2016	10/15	2(1)	4	2							
Office Home & Student 2016 RTI: Commercial Use	10/12	1	2	1							
Office Multi-Language Pack 2013	10/12	1	2	1							
Outlook 2016	10/15	1	2	1							
PowerPoint 2016	10/15	1	2	1							
Project Standard 2016	10/15	2	4	2							
Project Professional 2016	10/15	4(1)	6	2							
Publisher 2016	10/15	1	2	1							

Skype for Business 2016	10/15	1	2	1				P	A	A	A, AOST
Visio 2016 Standard	10/15	1	2	1				P	A		
Visio 2016 Professional	10/15	2(1)	3	1				P	A		
Word 2016	10/15	1	2	1				P			
Work at Home for Office Standard 2016	10/15	2							A		
Work at Home for Office Professional Plus 2016	10/15	2							A		

## 2. Product Conditions

Prior Version: Office 2013 and Office 2013 Applications (10/12), Lync 2013 (10/12)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		

### 2.1 Project Professional 2016

Customers who license Project Professional 2016 are deemed to have one Project Server 2016 Device CAL for each Project Professional 2016 License. The right to access Project Server 2016 under that CAL will expire when the corresponding Project Professional 2016 License expires.

### 2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office Standard or Office Professional Plus. It permits the Primary User of the software to also install and use the software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

### 2.3 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

### 2.4 Successor Versions

Skype for Business 2016 is the successor version to Lync 2013.

### 2.5 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 the Office Online section [Appendix B](#) with those licenses. This right expires on August 1, 2019.

## 3. Use Rights

License Terms: Universal Desktop Applications	Product-Specific License Terms: Office suites and Office Home & Student RT Commercial Use Rights	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suites only)
Notices: Bing Maps (Excel and Office Professional Plus), H.264/MPEG-4 and/or VC-1 (Skype for Business), Internet-based Features		

### 3.1 Office Home & Student 2013 RT Commercial Use Rights

Upon assigning the License to a device that is separately licensed for Office Home & Student 2013 RT, Customer may use the Office Home & Student software for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

### 3.2 Office Professional Plus 2016 and Office Standard 2016 – Office Home & Student 2013 RT Commercial Use

Each Primary User of a Licensed Device running Office Professional Plus 2016 or Office Standard 2013 may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

## 4. Software Assurance

SA Benefits: Application	Migration Rights: N/A	Roaming Rights: N/A
Language: All Languages	Migration Rights: <a href="#">Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)</a>	Roaming Rights: Office, Project and Visio

Self Hosting: N/A	SA Equivalent Rights: N/A
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#### 4.1 Project Professional 2016

Customers with active SA for their Project Professional License will be deemed to have SA for their corresponding complimentary Project Server CAL. That deemed SA coverage will expire when the Project Professional coverage expires.

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## Office for Mac

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Excel 2016 for Mac	8/15	1	2	1							
Lync for Mac 2011	9/10	1	2	1							
Office 2016 for Mac Standard	8/15	2(1)	3	1							
Outlook 2016 for Mac	8/15	1	2	1							
PowerPoint 2016 for Mac	8/15	1	2	1							
Word 2016 for Mac	8/15	1	2	1							
Work at Home for Mac 2016	8/15	2									

### 2. Product Conditions

Prior Version: Office for Mac 2011 and Office for Mac 2011 Applications (9/10)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

#### 2.1 Successor Versions

Outlook for Mac 2011 is the successor version to Entourage for Mac 2008. Lync for Mac 2011 is the successor version to Communicator for Mac 2011.

#### 2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office for Mac. It permits the Primary User of the software to also install and use the software on a device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

#### 2.3 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, then 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.

## 3. Use Rights

License Terms: Universal, Desktop Applications	Product-Specific License Terms: Office for Mac	Additional Features: N/A
Cloud, SaaS, and Enterprise, N/A	Enterprise, Business, and Government, N/A	Included Technologies: Office Web Apps Server 2013 (Office suite only)
Notices: Internet-based Features		

#### 3.1 Office Home & Student 2013 RT Commercial Use

The Primary User of an Office 2016 for Mac Standard Licensed Device may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

## 4. Software Assurance

SA Benefits: Application	Migration Rights: N/A	End-User Rights: N/A
Cloud Mobility: N/A	Migration Rights: Product List - June 2015 (Entourage for Mac 2010, Entourage for Mac 2008)	Migration Rights: N/A

Self Hosting: N/A	SA Equivalent Rights: N/A	
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## Office Servers

### Exchange Server

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Server Enterprise 2016	10/15	50	75	25				P	A	A	A
Exchange Server Enterprise 2016 CAL (Device and User)	10/15	1	2	1				P	A	A	AOST
Exchange Server Standard 2016	10/15	10	15	5				P	A	A	A
Exchange Server Standard 2016 CAL (Device and User)	10/1	1	2	1				P		A	AOST

#### 2. Product Conditions

Prior Version: Exchange Server 2013 (10/12)	Product Pool: Server	Down Editions: Enterprise to Standard
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UDO Discount: N/A		

#### 3. Use Rights

License Terms: <u>Universal; Server/CAL</u>	Product Specific License Terms: N/A	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server (access to Additional functionality requires both Base and Additive CALs)	Included Technologies: N/A
Notices: N/A		

##### 3.1 Server Software Access

Base Access License	Exchange Server 2016 Standard CAL Exchange Online Plan 1G User S1 Exchange Online Plan 2A User S1 CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Exchange Online Plan 1 User S1 Exchange Online Plan 2 User S1 Exchange Online Plan 2G User S1
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###### 3.1.1 Additional Functionality Associated with Exchange Enterprise CAL

In-Place Archive, In-Place Holds (Indefinite, Query-based, and Time-based), Advanced Mobile Policies, Information Protection and Compliance, Custom Retention Policies, Per User/Distribution List Journaling, Site Mailboxes – Compliance, Data Loss Prevention

Additive Access License	Exchange Server 2016 Enterprise CAL Exchange Online Plan 2A User S1 CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Exchange Online Plan 2 User S1 Exchange Online Plan 2G User S1
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##### 3.2 Additional Software

Exchange Management Tools		
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#### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All Server editions	End User Rights: N/A
License Mobility: All editions (server licenses only)	Migration Rights: Product List - June 2015 (External Connector)	Roaming Rights: N/A
Self Hosting: All editions	SA Benefits: N/A	

##### 4.1 Exchange Enterprise CAL with Services 2016 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated after July 2011, the Supplemental Terms for Online Services used with Software – Legacy Agreements section of Appendix A – Program Agreement Supplement Terms in the June 2015 Product List at

<http://go.microsoft.com/?linkid=9839207> apply to purchase and use of the Online Services included with Exchange Enterprise CAL with Services 2016.

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## Project Server

### 1. Program Availability

Products	DA	L	U/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Server 2016	5/16	50	75	25				P	A	A	A
Project Server 2016 CAL (Device and User)	5/16	1	2	1				P	A	A	A

### 2. Product Conditions

Prior Version: Project 2013 (10/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal; Server/CAL	Product Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: CAL	Included Technologies: N/A
Notices: N/A		

#### 3.1 Server Software Access

Base Access License	Project Server 2016 CAL Project Online Professional User S1	Project Online Essentials User S1 Project Online Premium User S1
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#### 3.2 Additional Software

Software Development Kit		
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### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Project Server	Fail Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: N/A	Planning Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: N/A	

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## SharePoint Server

### 1. Program Availability

Products	DA	L	U/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Office Audit and Control Management Server 2013	4/13	50	75	25				P	A	A	A
SharePoint Server 2016	5/16	50	75	25				P	A	A	A
SharePoint Server 2016 Standard CAL (Device and User)	5/16	1	2	1				P	A	A	A
SharePoint Server 2016 Enterprise CAL (Device and User)	5/16	1	2	1				P	A	A	A

### 2. Product Conditions

Prior Version: SharePoint Server 2013 (10/12); no prior version for Microsoft Office Audit and Control Management Server	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Planning Rights: N/A	Qualified User Exemption: N/A	Reduction Rights: N/A

Reduction Eligible (SCE): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: Yes	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

#### 3.1 Microsoft Audit and Control Management Server 2013 Server Software Access

Base Access License	SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	SharePoint Online Plan 2 User SL
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#### 3.2 SharePoint Server 2016 Server Software Access

Base Access License	SharePoint Server 2016 Standard CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	SharePoint Online Plan 1 or 2 User SL SharePoint Online Plan 2 User SL
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##### 3.2.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2016 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; Data Loss Prevention; and Advanced Charting.

Additive Access License	SharePoint Server 2016 Enterprise CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	SharePoint Online Plan 2 User SL
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#### 3.3 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).

#### 3.4 Additional Software

Software Development Kit		
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### 4. Software Assurance

SA Benefits: Server	Disaster Recovery SharePoint Server and Office Audit and Control Management Server	Failover Rights: N/A
License Mobility: SharePoint Server and Office Audit and Control Management Server (server licenses only)	Migration Rights: <a href="#">Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)</a>	Roaming Rights: N/A
Self-healing: N/A	SA Equivalent Rights: N/A	

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## Skype for Business Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Server 2015	5/15	50	15	25				1	1	1	1
Skype for Business Server 2015 Standard CAL (Device and User)	5/15	1	1	1				1		1	1
Skype for Business Server 2015 Enterprise CAL (Device and User)	5/15	1	1	1				1	1	1	1
Skype for Business Server 2015 Plus CAL (Device and User)	5/15	1	1	1				1	1	1	1
Skype for Business Plus CAL (User SL)								15	15	15	15

### 2. Product Conditions

Prior Version: Lync Server 2011 (10/12) Lync Server 2010 Standard and Enterprise (12/10)	Product Pool: Server	Right of Return: N/A
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Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: H.264/MPEG-4 and/or VC-1		

#### 3.1 Server Software Access

Base Access License	Skype for Business Server 2015 Standard CAL Skype for Business Online Plan 1 G User SL Skype for Business Online Plan 2A User SL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Skype for Business Online Plan 1 User SL Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL
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##### 3.1.1 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 2015 Enterprise CAL Skype for Business Online Plan 2A User SL Live Meeting Standard User SL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL Live Meeting Professional User SL
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##### 3.1.2 Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License	Skype for Business Server 2015 Plus CAL Skype for Business Online Cloud PBX User SL	CAL Equivalent License (refer to <a href="#">Appendix A</a> ) Skype for Business Plus CAL User SL
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#### 3.2 Additional Software

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 Lync Phone Edition	Microsoft Skype for Business Server 2015 Control Panel	Microsoft Lync Server 2013 Group Chat Administration Tool
Microsoft Lync Web App	Mobility Service Role	PowerShell Snap in
Reach Application Sharing Server Role	Persistent Chat Server Role	Survivable Branch Appliance Role
Topology Builder	Unified Communications Application Server Role	Video Interop Server Role
Web Conferencing Server Role		

### 4. Software Assurance

SA Benefits: Server License Mobility: Server licenses only Self-Hosting: N/A	Disaster Recovery: Skype for Business Server Migration Rights: Product List - April 2015 SA Equivalent Rights: N/A	Full User Rights: N/A Remaining Rights: N/A
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## R Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/SF	MPSA	OV/OVS	EA/EAS	OVS-ES	EFS
R Server 2016 for Hadoop	1/16										
R Server 2016 for Linux	1/16										
R Server 2016 for Teradata (TB)	1/16										

## 2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

## 3. Use Rights

License Terms: Universal; Per Core – Linux editions, Specialty Servers – Hadoop and Teradata DB editions	Product-Specific License Terms: Specialty Server editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

### 3.1 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the R Server software, or otherwise attempt to derive the source code for the R Server software (all editions) but only to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All
License Mobility: Yes	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: Yes	

### 4.1 R Server for Hadoop, R Server for Linux and R Server for Teradata DB

Customer's who have Licensed Servers covered with SA may, subject to the R Server use rights, use updates to R Server made available after December 2016.

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## SQL Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SQL Server 2016 Standard	6/16	15	23	8				P	A, SP	A	A
SQL Server 2016 Standard Core (2 packs of Core Licenses)	6/16	50	75	25	PP			PP, P	A, SP	A	A
SQL Server 2016 Enterprise	6/16			38				P	A	A	A
SQL Server 2016 Enterprise Core (2 packs of Core Licenses)	6/16	125	188	63	PP			PP, P	A, SP	A	A
SQL Server 2016 CAL	6/16	1	2	1				P	A, SP	A	AC, SP
SQL Server Standard Premium Assurance Add-on	3/17								A		A
SQL Server Standard Core Premium Assurance Add-on (2 packs of Core Licenses)	3/17								A		A
SQL Server Enterprise Premium Assurance Add-on	3/17								A		A
SQL Server Enterprise Core Premium Assurance Add-on (2 packs of Core Licenses)	3/17								A		A

## 2. Product Conditions

Prior Version: SQL Server 2014 (4/14)	Product Pool: Server – All editions	Down Editions: Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter, Standard to Workgroup or Small Business
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): All editions	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

### 2.1 SQL Server 2016 Enterprise

New Server Licenses for SQL Server 2016 Enterprise (Server/CAL) are not available. Existing SA customers upgrading to the 2016 version should refer to the [June 2016 Product Terms](#) for their License Terms.

## 2.2 SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server 2016 Enterprise customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

## 2.3 SQL Server Parallel Data Warehouse Optional Build without Oracle Java

Customers may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. For more information refer to <http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehousing/pdw.aspx>.

## 3. Use Rights

License Terms: Universal; Server/CAL – Standard, Per Core – Standard Core and Enterprise Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: Server/CAL editions only	External User Access Requirements: CALs (Server/CAL editions only)	Included Technologies: Windows Software Components
Notices: N/A		

### 3.1 Server Software Access

Base Access License	SQL Server 2016 CAL
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### 3.2 Automatic Updates to Previous Versions of SQL Server

If the software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

### 3.3 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.

### 3.4 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.

### 3.5 Additional Software

#### 3.5.1 Additional Software - All (except Parallel Data Warehouse)

Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools – Basic	Management Tools – Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

#### 3.5.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine	
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## 4. Software Assurance

SA Benefits – Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse)
License Mobility: All editions (Not applicable to Parallel Data Warehouse)	Migration Rights: SQL Server 2014 Business Intelligence and Parallel Data Warehouse Product Terms - June 2016 Product List - March 2014 and June 2015	Migration Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

### 4.1 SQL Server 2016 Enterprise Core - 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 core licenses for the Server.

### 4.2 SQL Server 2016 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.

#### 4.3 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.

#### 4.4 R Server for Windows—SQL Server Enterprise Core and SQL Server Enterprise

Only customers with servers licensed to run SQL Server Enterprise Core with SA or SQL Server Enterprise with SA may use updates to R Server for Windows made available after June 2016. Customers may use these updates on the Licensed Servers, subject to the SQL Server Enterprise Core and SQL Server Enterprise use rights, respectively. Customers licensing SQL Server Enterprise under the Server/CAL Licensing Model must also have SA on their corresponding CALs to obtain this benefit. Customers' right to use these updates expires when their SA expires.

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## System Center

### System Center Server

#### 1. Program Availability

Products	DA	I	I/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EFS
System Center 2016 Datacenter Server Management License (2 packs of Core Licenses)	10/16		13	8	OM			OM, P	A	A	A
System Center 2016 Datacenter Server Management License (16-packs of Core Licenses)	10/16		38	13	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (2-packs of Core Licenses)	10/16		3	2	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (16-packs of Core Licenses)	10/16		23	8	OM			OM, P	A	A	A

#### 2. Product Conditions

Prior Version: System Center 2012 R2 (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	Trade Up Eligible: N/A
HD Discount: N/A		

#### 3. Use Rights

License Terms: Universal, Management Servers	Product-Specific License Terms: All editions	Additional Software: N/A
System Architecture Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

##### 3.1 Management License - System Center 2016 Standard

Server Management License	System Center 2016 Standard Management License
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##### 3.2 Management License - System Center 2016 Datacenter

Server Management License	System Center 2016 Datacenter Management License
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#### 3.3 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

#### 3.4 Windows Server Containers

Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	End User Rights: N/A
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License Mobility: All editions (License Mobility through SA only)	Migration Rights: Product List - October 2013, Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

#### 4.1 Nano Server

Customers with active SA on System Center Standard or Datacenter Licenses may Manage Nano Server.

#### 4.2 System Center Configuration Manager Current Branch Rights

Customers with active SA on System Center Standard or Datacenter Licenses may install and use the Current Branch option of System Center Configuration Manager.

#### 4.3 System Center Global Service Monitor

Customers with active SA coverage for the Management Licenses may use System Center Global Service Monitor to monitor the web applications running on OSEs licensed with these Management Licenses. Use of this Online Service is subject to the OST.

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## System Center Configuration Manager

### 1. Program Availability

Products	DA	L	I/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Configuration Manager 1606 Client Management License per OSE	10/16		2	1				P		A	A/OSI
System Center Configuration Manager 1606 Client Management License per User	10/16		2	1				P		A	
System Center Configuration Manager 1606 Client Management License (Client ML) (Student Only)	10/16		2	1							

### 2. Product Conditions

Prior Version: System Center 2012 R2 Configuration Manager (10/13).	Product Pool: Server	Extended Term Eligible: N/A
Down Edition: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotion: N/A	Qualified User Exception: N/A	Reduction Eligible: N/A
Reduction Eligible (SA): N/A	Student Use Benefit: N/A	Trade Up Eligible: N/A
Trade Discount: N/A		

### 3. Use Rights

License Terms: Universal, Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Management License requirement: N/A	Prerequisite: None. A Requirement: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

#### 3.1 Management License

Client Management License	System Center Configuration Manager 1606 (User or OSE)	Management License Equivalent License (refer to Appendix A)
	Microsoft Intune User S*	

#### 3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE only for the purpose of supporting that Product and any other Product that includes SQL Server database software.

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fast Track Rights: N/A
Customer RA Rights: Basic	Migration Rights: Product List - October 2013	Emergency Contract: N/A
Self Hosting: Yes	Self-Managed Updates: N/A	

#### 4.1 System Center Configuration Manager – VDI Rights

Customers with active SA coverage for System Center Configuration Manager CMLs, Core CALs, or Enterprise CALs (each, a “VDI qualifying license”) may use the software to manage, at any one time, up to four Virtual OSEs in which software used remotely from the device or by the user to which that VDI qualifying License has been assigned, is running. Each Virtual OSE may be run on a different virtual desktop infrastructure hosts.

#### 4.2 System Center Configuration Manager Current Branch Rights

Customers with active SA on System Center Configuration Manager Licenses, or with equivalent subscription rights, may install and use the Current Branch option of System Center Configuration Manager.

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## System Center Data Protection Manager

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Data Protection Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AQ, ST
System Center 2016 Data Protection Manager per User (Client ML)	1/17		2	1				P	A	A	

### 2. Product Conditions

Prior Version: System Center Data Protection Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (S.E.): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

#### 3.1 Management License

Client Management License	System Center 2016 Data Protection Manager License (User or OSE)
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#### 3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

### 4. Software Assurance

SA Benefits: Server	Incident Priority: N/A	Fail Over Rights: N/A
Internal Mobility: N/A	Migration Rights: Product List - October 2013, Product Terms January 2017	Streaming Rights: N/A
Self Hosting: All editions	Self Hosting Rights: N/A	

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## System Center Endpoint Protection

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
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System Center Endpoint Protection 1606 (Device and User SL) 10/16 1

		P	A	ASL
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## 2. Product Conditions

Prior Version: System Center 2012 R2 Endpoint Protection (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

## 3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirement: N/A	Included Technologies: N/A
Notices, Internet-based Features		

### 3.1 Device and User SLs

Customer may purchase Device or User SLs to meet the Client Management License requirement under the [Management Servers License Model](#).

### 3.2 Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, OSEs running server operating systems that access System Center Endpoint Protection or related software are managed OSEs. For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

### 3.3 Substitution of Scan Engines

Microsoft may substitute comparable software and files for the Online Service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

## 4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail Over Rights: N/A
License Mobility: N/A	Migration Rights Product List - March 2014	Roaming Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: N/A	

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## System Center Operations Manager

### 1. Program Availability

Products	DA	L	L/SA	SA	QL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Operations Manager per OSE (Client M1)	1/17	(1)	2	1							
System Center 2016 Operations Manager per User (Client M1)	1/17		2	1							

### 2. Product Conditions

Prior Version: System Center Operations Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

#### 3.1 Management License

Client Management License	System Center 2016 Operations Manager License (User or OSE)
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#### 3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

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## System Center Orchestrator

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Orchestrator per OSF (Client M1)	1/17	(1)	?	1				P	A	A	M1
System Center 2016 Orchestrator per User (Client M1)	1/17		?	1				P	A	A	

### 2. Product Conditions

Prior Version: System Center Orchestrator component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotion: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	Trade Up Eligible: N/A
ITIL Eligible: N/A		

### 3. Use Rights

License Terms: Universal, Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

#### 3.1 Management License

Client Management License	System Center 2016 Orchestrator License (User or OSE)
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#### 3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013; Product Terms January 2017	Roaming Rights: N/A

Self Hosting: All editions	SA Equivalent Rights: N/A	
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## System Center Service Manager

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Service Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AOST
System Center 2016 Service Manager per User (Client ML)	1/17		2	1				P	A	A	

### 2. Product Conditions

Prior Version: System Center Service Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

License Terms: Universal, Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

#### 3.1 Management License

Client Management License	System Center 2016 Service Manager License (User or OSE)
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#### 3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

### 4. Software Assurance

SA Benefits: Server	Decommission Rights: N/A	End Of Life Rights: N/A
Transfer Mobility: N/A	Migration Rights: Product List - October 2013, Product Terms January 2017	Planning Rights: N/A
Self Hosting: All editions	N/A Equivalent Rights: N/A	

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## Virtual Desktop Infrastructure (VDI) Suite

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>.

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## Visual Studio

### Visual Studio

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Professional 2017	4/17	2									
Visual Studio Professional 2017 Subscription	4/17	(1)	2	1	OM			OM, P	A, SP	A	A
Visual Studio Enterprise 2017 Subscription	4/17	(1)	51	17	OM			OM, P	A, SP	A	A
Visual Studio Test Professional 2017 Subscription	4/17	(1)	9	3	OM			OM, P	A, SP	A	A
MSDN Platforms	6/13	(1)	9	3	OM			OM, P	A, SP	A	A

#### 2. Product Conditions

Prior Version: Visual Studio 2015 (09/15) Visual Studio 2015 with MSDN (7/15)	Product Pool: Applications	Down Editions: Enterprise to Professional
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UITD Discount: N/A		

##### 2.1 License Grant for SQL Server Parallel Data Warehouse Developer

Each Licensed User of Visual Studio Professional 2017 Subscription, Visual Studio Enterprise 2017 Subscription and Visual Studio Test Professional 2017 Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

##### 2.2 License Grant for Visual Studio Team Foundation Server 2017

Each Licensed Users of Visual Studio Professional 2017 Subscription, Visual Studio Enterprise 2017 Subscription, Visual Studio Test Professional 2017 Subscription and MSDN Platforms is deemed to have one Server License for Visual Studio Team Foundation Server 2017 and one Team Foundation Server User CAL. The CAL is for the sole use of the Licensed User.

##### 2.3 Microsoft Azure Platform Services

Microsoft Azure benefits cannot be combined from multiple Visual Studio Subscriptions or MSDN Platforms onto a single Microsoft Azure account.

#### 3. Use Rights

License Terms: Universal, Developer Tools	Product-Specific License Terms: All	Additional Software: N/A
Internet Access Requirements: N/A	External User Access Requirements: N/A	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/MPEG-4 AVC and/or VC-1 All (except MSDN Platforms)		

##### 3.1 BUILDSERVER.TXT File

Customer may install copies of the files in the BuildServer Lists found at <http://go.microsoft.com/fwlink/?LinkId=286955> onto its build machines solely for the purpose of compiling, building, verifying and archiving its programs or to run quality or performance tests on its build machines as part of the build process.

##### 3.2 Utilities

Customer may copy and install the Utilities listed at <http://go.microsoft.com/fwlink/?LinkId=286955> that Customer receives with the software on to Customer's other third party machines solely to debug and deploy Customer's programs and databases that Customer develops with the software. Customer must delete all the Utilities installed onto a device when it finishes debugging its program or 30 days after it installs them on that device, whichever comes first. Microsoft is not responsible for any third party use of or access to Utilities Customers installs on any device.

##### 3.3 System Center – Virtual Machine Manager (SCVMM) – Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription

Each licensed user of Visual Studio Enterprise Subscription or Visual Studio Test Professional Subscription may install and run SCVMM with the Visual Studio software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing Customer's programs. Customer does not need Management Licenses for that use.

### 3.4 Office Professional Plus 2016 – Visual Studio Enterprise Subscription

Each Licensed User of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2016 on one device for production use. Except as provided here, the Desktop Applications License Model in the License Terms section applies to the Licensed User's use of this software.

### 3.5 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Visual Studio software, or otherwise attempt to derive the source code for the Visual Studio software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

## 4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 and Product Terms - September 2015	Roaming Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: Yes	

### 4.1 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 Appendix B – Software Assurance).

### 4.2 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.

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## Visual Studio Team Foundation Server

### 1. Program Availability

Products	DA	L	U/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Team Foundation Server 2017 with SQL Server 2016 Technology	12/16		8	3				P	A-IP	A	A
Visual Studio Team Foundation Server 2017 (AI (Device and User))	12/16		8	3				P	A-IP	A	A

### 2. Product Conditions

Prior Version: Visual Studio Team Foundation Server 2015 (9/15)	Product Pool: Server	Down Edition: N/A
Extended Term Eligible: N/A	Prerequisite: All	Prerequisite (SA): Appendix B
Productivity: N/A	Upgraded/Entitled Eligible: N/A	Upgraded/Entitled: N/A
Reduction Eligible (SCE): All	Market Use: Required: N/A	True Up Eligible: N/A
UFO Eligible: N/A		

### 3. Use Rights

License Terms: Universal, Server/CAL	Product-Specific License Terms: All	Additional Software: All
Client Access Requirements: Yes	External User Access Requirements: All	Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint Foundation 2013
Notes: N/A		

### 3.1 Server Software Access

Base Access License	Visual Studio Team Foundation Server 2017 CAL	Visual Studio Team Services paid user
<b>3.1.1 Additional Functionality</b>		
Test Management		
Additive Access License	Visual Studio Test Professional 2017 Subscription	Visual Studio Enterprise 2017 Subscription

MSDN Platforms	Visual Studio Team Services Test Manager Extension
<b>3.1.2 Additional Functionality</b>	
Package Management	

Additive Access License	Visual Studio Enterprise 2017 Subscription	Visual Studio Team Services Package Management Extension
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### 3.2 Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Team Foundation Server Reporting; accessing Visual Studio Team Services via a Team Foundation Server 2017 Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

### 3.3 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

### 3.4 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Visual Studio Team Foundation Server software, or otherwise attempt to derive the source code for the Visual Studio Team Foundation Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

### 3.5 Visual Studio Team Foundation Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise (monthly or annual subscription), or Visual Studio Professional (monthly or annual subscription) then Customer may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2017 Build Services by Customer's Licensed Users and Licensed Devices of Team Foundation Server 2017.

### 3.6 Release Management

Visual Studio Team Foundation Server includes one concurrent deployment using the Release Management feature. Each of the following provides one additional concurrent deployment per license:

- Visual Studio Enterprise 2017 Subscription
- Visual Studio Enterprise (monthly or annual subscription)
- Team Services Build and Deployment Private Pipeline (paid instance)

### 3.7 Additional Software

Visual Studio Team Foundation Build Services	Visual Studio Team Foundation Server SharePoint Extensions	
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## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	End User Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Planning Rights: N/A
Self Hosting: Yes	SA Equivalent Right: N/A	

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## Windows

### Windows Desktop Operating System

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows 10 Pro Upgrade (Per Device)	8/15	2									
Windows 10 Enterprise E3/ E3v2/ E5/ E5v2 Upgrade (Per Device)	10/16	2									
Windows 10 Enterprise E3/ E3v2/ E5/ E5v2 Upgrade (Per Device)	10/16	(1)	4	1					E	E	E
Windows 10 Enterprise E3/ E5/ E5v2 (Per User)	8/15	2								E	
Windows 10 Enterprise E3/ E5/ E5v2 (Per User) from SA (S1)	8/15	2							E	E	
Windows 10 Enterprise E3/ E5/ E5v2 (Per Device or User) (S1)	8/16	2							E	E	

## 2. Product Conditions

Prior Version: Windows 10 Enterprise LTSB (8/15), Windows Embedded 8.1 Industry (4/14)	Product Pool: System	Down Editions: Enterprise to Pro
Extended Term Eligible: N/A	Prerequisite: All licenses (except Virtual Desktop Access)	Prerequisite (SA): Appendix B, Section 4
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Add-ons, Additional Products
Reduction Eligible (SCE): N/A	Student Use Benefit: Windows 10 Education E3	True-Up Eligible: N/A
UTD Discount: Windows 8.1 Enterprise		

## 2.1 Qualifying Operating Systems (OS)

Customers may purchase desktop operating system upgrade Licenses for Windows 10 Pro and/or Windows 10 Enterprise LTSB ("Windows 10 Enterprise"). The desktop operating system Licenses granted are upgrade Licenses only. Therefore, each device for which Customer acquires and on which it will run the Windows 10 Pro Upgrade or Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified below. This requirement applies whether the upgrade License is purchased alone or together with SA.

### 2.1.1 Qualifying Operating Systems (OS) Chart

The qualifying OS by program type are:

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV OW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement	Academic and Charity
<b>Windows 10</b>					
Enterprise (N, EN) Pro (N, KN)	X	X	X	X	X
Education, Home					X
<b>Windows 8 and Windows 8.1</b>					
Enterprise (N, E, EN), Pro (N, E, KN, diskless)	X	X	X		X
Windows 8 and Windows 8.1 (including Single Language)					X
<b>Windows 7</b>					
Enterprise (N, E, KN), Professional (N, E, KN, diskless, Ultimate)	X	X	X		X
Home Premium, Home Basic or Starter Edition					X
<b>Windows Vista</b>					
Enterprise (N, E, KN), Business (N, E, KN, Blade), Ultimate	X		X		X
Home Premium, Home Basic or Starter Edition					X
<b>Windows XP</b>					
Professional (N, E, EN, Blade), Tablet Edition (N, E, EN, Blade), XP Pro N, XP Pro Blade PC	X		X		X
Home and Starter Edition					X
<b>Apple</b>					
Apple Macintosh	X	X	X		X

Windows Embedded Operating Systems					
Windows 10 IoT Enterprise	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 for Embedded Systems, Ultimate for Embedded Systems	X		X		X
Windows 7 Professional for Embedded Systems; Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

<sup>1</sup>Also applicable to Qualified Devices acquired through merger or acquisition

<sup>2</sup>Column is also used to denote acceptable qualifying OS for a user's primary device when a user is licensed with Windows SA per User.

<sup>3</sup>Does not apply to Academic, Charity, and OV-CW.

<sup>4</sup>N, K, and KN are specialized editions available for certain markets.

<sup>5</sup>See 2.1.2.1 below for use restrictions

### 2.1.2 Use Restricted Qualifying Operating Systems (OS) Chart

If the upgrade software is installed on devices running any of the qualifying OS listed below (the "Conditional Qualifying OS's"), use restrictions apply and are detailed below the table in the Use Rights section. The use restrictions persist on devices licensed with Windows Software Assurance or Windows VDA notwithstanding any language in this document to the contrary.

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10 IoT Enterprise for Retail or Thin Clients <sup>1</sup>	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
Windows Embedded Standard 7			X	X
Windows Embedded 2009			X	X
Windows Embedded 8 Standard			X	X

<sup>1</sup>Also applicable to Qualified Devices acquired through merger or acquisition

<sup>2</sup>Column is also used to denote acceptable qualifying OS for a user's primary device when a user is licensed with Windows SA per User.

<sup>3</sup>Column is also used to denote acceptable qualifying OS for a user's primary device when a user is licensed with Windows SA per User.

<sup>4</sup>N, K, and KN are specialized editions available for certain markets.

<sup>5</sup>Section 2.1.2.2 does not apply to Windows 10 IoT Enterprise for Retail or Thin Clients

#### 2.1.2.1 Use restrictions for Conditional Qualifying Operating Systems

If the upgrade software is installed on devices licensed for and previously running any supported edition of a Conditional Qualifying OS, then the following conditions apply:

- Specific Use. Customer Licensed Device is designed for a specific use. Customer may only use the software for that use.
- Other Software. Customer may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection. If Customer's industry system performs desktop functions, then Customer must ensure that the desktop functions. (i) are only used to support the industry functionality, and (ii) operate only when technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality. "Desktop functions," as used here, include: email, word processing, spreadsheets, database, scheduling or personal finance software. "Industry Program," as used here, means a device that only employs an industry or task-specific software program. The device may use terminal services protocols to access such software running on a server. Customer's industry system cannot be usable in its deployed configuration as a general purpose PC or as a commercial viable substitute for such a system.
- When upgrading from any version of Windows Embedded software that is designated "Point of Sale", "POS" or "Retail" in the table above, Customer must use the upgrade software with a POS application and the POS application must be the primary use of the software by each end user. A POS application is a software application which provides any of the following functions: process sales and service transactions, scan and track inventory, record or transmit customer information, perform related management functions, and provide information directly and indirectly to customers about available products and services.

### 2.1.2.2 Software Assurance Purchase restriction for Conditional Qualifying Operating Systems

Notwithstanding any contrary term in Section 4.1, SA may not be purchased for devices licensed with the Conditional Qualifying Operating Systems. This restriction does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

### 2.1.3 Qualifying OS Rules for Windows VL Upgrade Licenses

- The qualifying OS must be installed on the device to which the VL Upgrade License is to be assigned.
- Apple Macintosh is only a qualifying OS if it is preinstalled by the authorized manufacturer prior to the initial sale of the device.
- Customers must remove the qualifying OS from the device in order to deploy the VL Upgrade license, unless they also have SA on the VL Upgrade license.
- Academic Select, Academic Open, CASA, and Open Value Subscription – Education Solutions customers acquiring the upgrade license using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS waive any right to transfer that license outside of the country of purchase.

### 2.2 Windows Enterprise Upgrade (version-less) and Windows Professional Upgrade (version-less)

Version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). The Licenses are edition specific, so Customer must use a version of the edition of software acquired. The Qualifying Operating Systems for the Enterprise and Pro editions of Windows 10 apply, respectively, to the version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade.

### 2.3 Re-Imaging with Windows 10

If a third party intends to re-image Windows on Customer's separately Licensed Devices, Customer must first provide that third party with written documentation proving it has licenses for the software the third party will install.

### 2.4 Regional Fulfillment Options

#### 2.4.1 N (Not with Windows Media Player) Versions of Microsoft Windows XP Professional, Vista Business and 7 Professional

Customers located in one of the countries established in the European Union (EU) or the European Free Trade Association (EFTA) may be eligible to acquire media for or download the N versions of Windows XP Professional, Windows Vista Business and Windows 7 Professional. Refer the March 2014 Product List for eligibility criteria and fulfillment details <http://go.microsoft.com/?linkid=9839207>.

#### 2.4.2 K and KN Versions of Windows XP Professional, Vista Business and 7 Professional

Customers and their affiliates have specific Korea-specific media and download options for use of Windows XP Professional, Vista Business and 7 Professional in Korea. Refer the March 2014 Product List for requirements <http://go.microsoft.com/?linkid=9839207>.

#### 2.4.3 Windows 8/8.1 Pro KN and Windows 10 Pro KN

Customers located in Korea who have an active volume licensing agreement or enrollment with Microsoft Operations Pte Ltd are eligible to acquire the media for Windows 8/8.1 Pro KN and Windows 10 Pro KN for deployment and use in Korea. No other use is permitted.

#### 2.4.4 Windows 8/8.1 Pro N and Windows 10 Pro N (Not with Windows Media Player)

Customers with active agreements with Microsoft Ireland Operations Ltd are eligible to acquire the media for Microsoft Windows 8/8.1 Pro N and Windows 10 Pro N only 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.)

### 2.5 Windows Embedded 8 Standard Enterprise Kit

Use of the software features enabled by the Windows Embedded 8 Standard Enterprise Kit is subject to the license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying software expires. The Windows Embedded 8 Standard Enterprise Kit License must be permanently assigned to a single device and may not be transferred to any other device.

### 2.6 Installation and Use Rights

For Customers licensed under a Microsoft Cloud Agreement:

- each user assigned a User SL may activate the software on up to five concurrent devices to run an instance of the software in the Physical OSE; and
- Section 4 below does not apply.

### 2.7 Purchase Eligibility for Windows 10 Home to Pro Right Licensing for E3/E5

#### 2.7.1 Prerequisites

Notwithstanding Section 2.1.1 Qualifying Operating Systems, Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union are eligible for Windows 10 Home to Pro Right Licensing for devices licensed with Windows Home version 7 or later if they have been continuously licensed with any of the following since March 1, 2017

- Windows 10 Enterprise E3 per Device with active SA
- Windows 10 Enterprise E3/E5 per User SLs
- Windows 10 Enterprise E5 per Device SLs

### 2.7.2 Purchase Requirements

Windows 10 Home to Pro Right Licenses are available only as a one-time purchase, where all units must be placed under a single order. Customers are required to acquire a license for each device that is licensed with Windows 10 Home and that meets at least one of the following criteria:

- Is licensed with Windows 10 Enterprise E3/E5 per device, or
- On which Pro or Enterprise is installed and is used by a Windows 10 Enterprise E3/E5 Licensed User

### 2.7.3 License Restrictions

This license does not include the rights to install or run an Instance of any prior version of Windows 10 Pro. Reassignment rights in Section 4.3 apply only to a replacement device with a Pro or Enterprise qualifying OS.

## 3. Use Rights

License Terms: <u>Universal</u> ; <u>Desktop Operating Systems</u> , <u>OST</u> (Windows Defender Advanced Threat Protection portion of Windows 10 Enterprise E5 and Windows VDA E5)	Product-Specific License Terms: All Windows licenses	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: <u>H.264/MPEG-4 AVC and/or VC-1</u>		

### 3.1 License Assignment

The assignment of Licenses for the desktop operating system (excluding Windows VDA) is permanent, except as provided in the Software Assurance section below. Refer to Section 4. Software Assurance for License reassignment rights for Windows SA and Windows VDA.

### 3.2 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>.

### 3.2 Windows 10 Mobile Enterprise

Customers with an Enterprise Agreement, Microsoft Products and Services Agreement, or Select Plus agreement may install and use Windows 10 Mobile Enterprise during the term of their agreement.

## 4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail Over Rights: N/A
Device Mobility: N/A	Migration Rights: Product List - June 2015 (Windows Companion Subscription)	Roaming Rights: February 2016 – Product Terms
Self-Hosting: N/A	SA Equivalent Rights: N/A	

### 4.1 Windows 10 Enterprise E3/E5 (Per User and Per Device) and Windows Virtual Desktop Access (VDA) E3/E5 (Per User and Per Device) additional use rights granted via SA

"Software," as used here, refers to Windows 10 Enterprise Current Branch or Windows Enterprise LTSB.

"Licensed Device," as used here, refers to the device to which Customer assigns active coverage.

"Licensed User," as used here, refers to the user to whom Customer assigns active coverage. If the underlying user license is transferred from one person to another, the original user of the license is no longer licensed.

- Any user of a Licensed Device, or any device used by a Licensed User, may remotely access up to four Instances of the Software running in Virtual OSEs or one Instance of the Software running in one Physical OSE on (a) device(s) dedicated to Customer's use.
- Refer to sections 2.1.2.1 and 2.1.2.2 for use restrictions on Conditional Qualifying Operating System.
- Customer may create and store an Instance of the Software on one or two USB drives via Windows to Go and use them on Licensed Devices if licensed per device or on any device by users licensed per user.
- Customer may run Windows 10 Pro, or any earlier versions of the Software, in place of any Instance permitted in this section.
- Customer does not need a license to access its permitted Instances only to administer the Software.

The rights in the first column of the table apply to the licenses identified in the columns to the right, if there is a check in the cell associated with the licenses.

	Windows 10 Enterprise E3/E5		Windows VDA E3/E5	
	Device	User	Device	User
Customer may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. (For Windows VDA (Per Device), the local use right applies only if the Licensed Device is also licensed for Windows 10/8.1 Pro or Enterprise or Windows 7 Professional or Enterprise. If all of the Instances permitted to run in Virtual OSEs are used, Customer may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.)	X		X	

Customer may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on devices licensed for Windows 10/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the Instances permitted to run in Virtual OSEs locally are used, then Customer may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.		X		X
Customer may install the Software on Windows licensed devices with integrated screens 10.1" diagonally or less.		X		X

#### 4.1.1 Windows 10 Enterprise Current Branch Rights

Windows 10 Enterprise Current Branch may only be used by Customers that have SA, Windows 10 Enterprise E3/E5, or VDA licenses.

Customers who allow SA to lapse must uninstall Windows 10 Enterprise Current Branch. Customers that have perpetual rights to Windows Enterprise may install the version of Windows Enterprise LTSB that is current at the time of lapse.

#### 4.2 Qualifying Operating Systems (OS)

Each device for which Customer acquires SA and on which it will run the Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified by program type in the Qualifying OS table in the Product Conditions section above.

- Customers who previously bought SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise Upgrade license.
- Customers who previously purchased Windows Pro Upgrade + SA may continue to purchase Pro Upgrade + SA until the end of their enrollment or agreement.

#### 4.3 Windows Software Assurance Per Device Reassignment

Notwithstanding the License Assignment rules stated above, Customer may reassign Windows SA per device coverage with the associated Windows Enterprise Upgrade license from the original device to a replacement device, but not on a short-term basis (i.e., not within 90 days of the last assignment), as long as (1) Customer has licensed and installed on the replacement device the latest version of a Qualifying Operating System and Customer reassigns the underlying Windows Enterprise license to the same replacement device, and (2) Customer removes any related operating system upgrades from the original device. Reassignment of Windows Enterprise Upgrade licenses may only be done in conjunction with reassignment of Active Windows Software Assurance per Device coverage. Customer may reassign Windows VDA per Device licenses to another device in accordance with the terms and conditions generally applicable to device SLs in the "License Assignment and Reassignment" in the Universal License Terms.

#### 4.4 Windows 10 Enterprise Per User License Assignment Rules

##### 4.4.1 Windows 10 Enterprise E3/E5 User SLs

The Licensed User must be the Primary User of at least one device licensed for Windows 10 Pro or Enterprise, Windows 8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User's primary work device.

##### 4.4.2 Windows 10 Enterprise E3/E5 and VDA User Add-ons

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

#### 4.5 Windows 10 Enterprise and Windows VDS E3/E5, Add-ons, and Step-Ups

Windows 10 Enterprise and Windows VDA E3/E5, Add-ons, and Step-Ups are Subscription Licenses that

- i. are purchased in addition to (and associated with a device or user licensed for) either the Windows Desktop Operating System with SA coverage ("Qualifying Coverage"), Windows E3 per user, or VDA E3 per device or per user ("Qualifying License") and
- ii. expire upon the expiration of either the Qualified Coverage or Qualifying License.

For Windows 10 Enterprise and Windows VDA E3/E5, Per User Add-ons, and Step-Ups in addition to the above,

- a. Customer must assign the license to the Primary User of the Licensed Device (which must also be the Primary User's primary work device), and
- b. use of the Windows Enterprise software is subject to the Windows Enterprise per User License Terms or the VDA per User License Terms, associated with Qualifying Coverage or Qualifying License respectively.

Despite general license reassignment rights, these Add-on and Step-Up licenses may be reassigned only to Primary Users of other devices with either Qualifying Coverage or Qualifying Licenses. The Windows 10 Enterprise or Windows VDA E3/E5, Add-ons, or Step-Ups may be purchased in any quantity up to the total number of qualifying SA, Windows 10 Enterprise E3 licensed users, or Windows VDA E3 licensed devices or users.

#### 4.6 Enterprise Enrollments with combination Windows Per User and Per Device Windows SA or VDA coverage

Customers who wish to mix Windows SA per Device and Windows SA Per User licensing may do so as long as:

- All users who use unlicensed Qualified Devices are licensed with Windows SA per User (User SL or Add on User SL), and
- All Qualified Devices used by unlicensed users are licensed with Windows SA per Device

#### 4.7 Purchase Eligibility for Windows 10 Enterprise Per User From SA SLs

##### 4.7.1 Enterprise Agreements

From SA User SLs may be purchased instead of SA for fully paid, perpetual licenses with active SA for the Qualifying Products in the table below

Qualifying Products	Corresponding from SA User SL
SA for the Windows Desktop Operating System	Windows 10 Enterprise E3 Per User From SA (SL) <sup>1</sup>
	Windows 10 Enterprise E5 Per User From SA <sup>1</sup>

<sup>1</sup>Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

#### 4.7.2 Enterprise Subscription Agreements

Subscription Licenses for Software Assurance for the Windows Desktop Operating System may be purchased at Customer's enrollment anniversary or the beginning of a new enrollment term with a Secure Productive Enterprise E3/E5 From SA User SL. The Subscription License must have been purchased at least three years prior to the purchase of the From SA User SL.

#### 4.8 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.

##### 4.8.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows Enterprise 10 E3/E5 per User SL;
- Windows 10 Enterprise E5 per Device SL;
- Windows 10 Enterprise VDA per User SL; or
- Agreement with an August 1, 2015, or later effective date and VDA per Device or Windows 10 Enterprise E3 per Device.

#### 4.9 Academic Programs

The following applies to customers in all Academic Volume Licensing Programs:

##### 4.9.1 Rights to Windows Enterprise LTSB

Academic Institutions with Windows 10 Enterprise E3/E5 or Windows 10 Education E3/E5 may install Windows 10 Enterprise LTSB in place of any permitted perpetual instance.

##### 4.9.2 Rights to Windows 10 Enterprise, Windows 10 Education Edition, or Windows 10 Pro Education

Academic Institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use Windows 10 Enterprise, Windows 10 Education, or Windows 10 Pro Education.

##### 4.9.3 Downgrade Rights

Academic Institutions with Software Assurance for Windows Education have downgrade rights to Windows 8.1 Enterprise/Pro and previous versions of Windows 8.1 Enterprise/Pro, as well as, Windows Embedded 8.1 Industry and previous versions of Windows Embedded 8.1 Industry.

##### 4.9.4 MDOP Eligibility

Academic Institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use MDOP.

##### 4.9.5 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.

#### 4.10 Windows Desktop Operating System – Rights to run “Clustered HPC Applications”

Customer may permit simultaneous use of the software on a Licensed Device used as a Cycle Harvesting Node to run Clustered HPC Applications, as long as the Licensed 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.

#### 4.11 Windows Desktop Operating System – Windows Thin PC

Customer may use the Windows Thin PC software in place of Windows Desktop Operating System software but only to run the types of applications listed below.

- security
- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- .NET Framework and Java Virtual Machine

Customer may use the software on a device other than the one on which it was first installed if it moves the corresponding Software Assurance coverage to that other device.

#### 4.12 Software Assurance for Windows Embedded Industry Enterprise

Customers with Software Assurance for Windows Embedded Industry Enterprise have the same rights and restrictions as Windows Software Assurance.

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## Windows Server

### Windows MultiPoint Server

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows MultiPoint Server 2016 Premium	10/16	10	15	5				A	A	A	A

#### 2. Product Conditions

Prior Version: Windows MultiPoint Server 2012 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCF): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

#### 3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: CAL	Included Technologies: N/A
Notices: Internet-based Features, H.264/MPEG-4 AVC and/or VC-1		

##### 3.1 Server Software Access

Base Access License	Windows Server 2016 Remote Desktop Services CAL and Windows Server 2016 CAL	Windows Server 2016 Remote Desktop Services CAL and CAL Equivalent License (refer to <a href="#">Appendix A</a> )
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##### 3.1.1 Additional Functionality Associated with Windows Server 2016 Active Directory Rights Management Services CAL

##### Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to <a href="#">Appendix A</a> )
-------------------------	---	---

##### 3.2 Running Instances of the Software

Customer may run on the Licensed Server at any one time one instance of the server software in each of the Physical OSE and one Virtual OSE. If Customer uses the server software in a Virtual OSE, then server software used in the Physical OSE may be used only to host and manage the Virtual OSE.

##### 3.3 Access Licenses

CALs are not required for access in a Physical OSE that is used solely for hosting and managing Virtual OSEs.

##### 3.4 Windows MultiPoint Server 2016 Connector

Customer may install and use the Windows Server 2016 MultiPoint Connector software on any device that is licensed to access Windows Server 2016. It may use this software only to access the MultiPoint Server software. If it accesses the server software from this device solely to use the MultiPoint Dashboard it does not need a Remote Desktop Services CAL.

##### 3.5 Installation Type

Customer may only install Remote Desktop Services and deploy and use the MultiPoint Services role

### 3.6 Additional Software

For a list of Additional Software refer <http://go.microsoft.com/fwlink/?LinkId=245856>.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product Term - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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## Windows Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS/ES	EES
Windows Server 2016 Active Directory Rights Management Services CAL	10/16	1	2	1				P	A	A	AQ,ST
Windows Server 2016 CAL	10/16	1	2	1				P		A	AQ,ST
Windows Server 2016 Remote Desktop Services CAL (Device and User)	10/16	1	2	1				P	A	A	AQ,ST
Windows Server 2016 Remote Desktop Services External Connector	10/16	75	113	38	DM			DM,P	A	A	A
Windows Server 2016 Datacenter (2-packs of Core Licenses)	10/16	10	25	15	DM			DM,P	A	A	A
Windows Server 2016 Datacenter (16-packs of Core Licenses)	10/16	75	113	38	DM			DM,P	A	A	A
Windows Server 2016 Essentials	10/16	5	10	5				P		A	A
Windows Server 2016 Standard (2-packs of Core Licenses)	10/16	1	3	2				P	A	A	A
Windows Server 2016 Standard (16-packs of Core Licenses)	10/16	15	23	8				P	A	A	A
Windows Server 2016 Active Directory Rights Management Services External Connector	10/16	125	183	63	DM			DM,P	A	A	A
Windows Server 2016 External Connector	10/16	25	38	13	CAI			DM,P	A	A	A
Windows Server Datacenter Core Premium Assurance Add-on (2-packs of Core License)	3/17										
Windows Server Datacenter Core Premium Assurance Add-on (16-packs of Core Licenses)	3/17										
Windows Server Standard Core Premium Assurance Add-on (2-packs of Core Licenses)	3/17										
Windows Server Standard Core Premium Assurance Add-on (16-packs of Core Licenses)	3/17										

### 2. Product Conditions

Prior Version: Windows Server 2012 R2 (10/13), Windows Server 2012 for CALs and External Connectors (8/12)	Product Pool: Server	Down Editions: Datacenter or Standard to Windows Server 2008 R2 Enterprise, Standard, Essentials, Web, and HPC editions, or Essentials 2012 or 2012 R2
Grace Period Eligible: N/A	Prerequisite: N/A	Prerequisite (P): N/A
Entitlement: N/A	Qualified User Exemption: External Connectors	Entitlement: N/A
Redemption Threshold: N/A	Redemption Threshold: N/A	Redemption Eligible: N/A
Redemption Rate: N/A		

### 3. Use Rights

License Terms: Universal Per Core/CAL All editions (except Essentials), Specialty Servers: Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	External User Access Requirements: N/A
Notices: Internet-based Features: H.264/MPEG-4 AVC and/or VC-1		

### 3.1 Server Software Access

Base Access License	Windows Server 2016 CAL	CAL Equivalent License (refer to <a href="#">Appendix A</a> )
---------------------	-------------------------	---

#### 3.1.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services CAL	Windows Server 2016 Remote Desktop Services User SL
-------------------------	---	---

\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).

#### 3.1.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services CAL

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) User SL
CAL Equivalent License (refer to <a href="#">Appendix A</a> )		

#### 3.1.3 Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 User CAL	Azure Active Directory Premium (P1 and P2) User SL
CAL Equivalent License (refer to <a href="#">Appendix A</a> )		

\*Also required for any person for whom the software issues or manages identity information.

#### 3.1.4 Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

### 3.2 Server External User Access

Base Access License	Windows Server 2016 External Connector
---------------------	--

#### 3.2.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services External Connector
-------------------------	--

\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).

#### 3.2.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services External Connector License

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services External Connector
-------------------------	--

#### 3.2.3 Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 External Connector
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\*Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).

### 3.3 Additional Terms for Windows Server 2016 Essentials

#### 3.3.1 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.

#### 3.3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2016 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.

### 3.3.3 Windows Server 2016 Essentials Connector

Customer may install and use the Windows Server 2016 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

### 3.3.4 Windows Server 2016 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2016 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2016 Active Directory Rights Management Services functionality.

## 3.4 Windows Server Containers with Windows Server 2016 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

### 3.5 Additional Software for Windows Server 2016

AD Migration Tool	GBUNIECN.EXE Utility	
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## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
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 2016	Roaming Rights: N/A
Self Hosting: All editions (except Essentials)	SA Equivalent Rights: N/A	

### 4.1 Microsoft Azure Hybrid Use Benefit

Refer to [Section 7. Microsoft Azure Hybrid Use Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

### 4.2 Nano Server

Customers with active SA on either Windows Server Standard or Datacenter Licenses, Windows Server Base Access Licenses, and Windows Server Additive Access Licenses may install and use Nano Server. Active SA is also required on the Base Access License and Additive Access License.

### 4.3 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 Platform Services or the shared servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility Validation 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 Platform 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.

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# Online Services

Customer's purchase and use of Microsoft Online Services are governed by the Product Terms and the Microsoft Online Services Terms (OST) located at <http://go.microsoft.com/?linkid=9840733> and incorporated herein by reference.

## Online Services Regional Availability

Visit <http://www.microsoft.com/online/faq.aspx#international> for a list of countries and regions in which the Online Services are available.

## Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- 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.
- 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 volume licensing agreement.
- Terms for Microsoft Azure are provided in the Microsoft Azure Product Entry.
- Add-on and Step-up User SLs must be purchased under the same volume licensing agreement and enrollment (if any) 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.

## 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 placing an order with their reseller or using a form that is available at <http://microsoft.com/licensing/contracts>. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

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# Microsoft Azure Services

## 1. Definitions

**Allocated Annual Commitment** means the portion of the Monetary Commitment allocated annually through the Enrollment term.

**Consumption Allowance** is equal to fifty percent of the Allocated Annual Commitment. For example, for an Allocated Annual Commitment of \$100,000, the Consumption Allowance for that year would be \$50,000.

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

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

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

## 2. Subscription Term

Customers 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"). Customers must have at least two months remaining in their Enrollment term in order to subscribe to Microsoft Azure Services.

## 3. Purchasing Services

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

- Commitment:** Monetary Commitments are allocated proportionally through the Enrollment term. Customers may increase their Monetary Commitment at any time by placing additional orders. When an additional order is placed, Allocated Annual Commitment will be increased for that year by the amount of the order. For each subsequent year remaining in the Enrollment term, Allocated Annual Commitments will be increased by the amount of the additional order, multiplied by twelve, divided by the number of full months between when the additional order was placed and the anniversary date following the additional order.
  - Customers may reduce their Monetary Commitment for any future Enrollment anniversary by notifying their reseller, who must process the reduction with Microsoft prior to the Enrollment anniversary date.
  - Customers must consume their Allocated Annual Commitment by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of the Allocated Annual Commitment will be forfeited. Customers may utilize their annual

Consumption Allowance by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of that Consumption Allowance will be forfeited.

- B. **Consumption:** Customers pay based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
- C. **Microsoft Azure Services Plan:** Customers may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
- D. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Monetary Commitment.

#### 4. Pricing

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

#### 5. Payment and Fees

Customers who have provisioned Microsoft Azure Services without a Monetary Commitment will be invoiced quarterly at Consumption Rates.

For Customers with a Monetary Commitment the first Allocated Annual Commitment will be invoiced immediately and future Allocated Annual Commitments will be invoiced on the anniversary of the Enrollment effective date. Alternatively, Customers may choose to pay their entire Monetary Commitment upon placing the initial order.

Each month, Microsoft will deduct from the Allocated Annual Commitment the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Allocated Annual Commitment balance has been exhausted, any additional usage will be invoiced at Consumption Rates.

If a direct Enterprise Agreement Customer's usage is lower than the Allocated Annual Commitment plus the Consumption Allowance, any usage exceeding the Allocated Annual Commitment will be invoiced at the Consumption Rates to the Customer or its reseller on the anniversary of the Enrollment effective date for Years 1 and 2 and at the end of the subscription term for Year 3.

If a direct Enterprise Agreement Customer's usage is higher than the Allocated Annual Commitment plus the Consumption Allowance, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer or its reseller at the end of each Enrollment quarter.

For indirect Enterprise Agreement Customers, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer's reseller at the end of each Enrollment quarter.

All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to the customer or its reseller at then-current Consumption Rates on a quarterly basis.

The purchase of a Microsoft Azure Services Plan will be invoiced to Customer or its reseller according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Monetary Commitment cannot be applied to the purchase of a Microsoft Azure Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Allocated Annual Commitment can be applied to such usage.

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

##### 6.1 Definitions

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

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

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

##### 6.2 Subscription Term

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

#### 7. Microsoft Azure Hybrid Use Benefit

Under the Microsoft Azure Hybrid Use Benefit ("HUB"), a customer with Windows Server Licenses covered with SA may upload to and use its own Windows Server image on Microsoft Azure.

Azure HUB enables Customers' use of Windows Server on Microsoft Azure through Azure Virtual Machines ("Base Instances"). HUB does not include the cost of Base Instances, and Base Instances do not include Windows Server. Each Windows Server processor License with SA, and each

set of 16 Windows Server core Licenses with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core Licenses with SA entitles use on up to 8 Virtual Cores and one Base Instance.

Customer must indicate that it is using Windows Server under the HUB when configuring the uploaded image(s) on Azure. Customer may use its uploaded image(s) subject to the [Online Services Terms](#).

The HUB provides additive rights to deploy and use the software when exercised in connection with Datacenter Licenses and alternative rights when exercised in connection with Standard Licenses. Standard Licenses are deemed "assigned to Azure" when Customer uses Windows Server under the HUB, and are subject to the [License reassignment limitations in the Universal License Terms](#).

## Microsoft Azure Services

### 1. Program Availability

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

### 2. Product Conditions

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

#### 2.1 Microsoft Azure Services Plans

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

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## Microsoft Azure Infrastructure Plans

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
IoT Suite Predictive Maintenance Plan 1	1							A
IoT Suite Predictive Maintenance Plan 2	1							
IoT Suite Remote Monitoring Plan 1								
IoT Suite Remote Monitoring Plan 2								
Azure Site Recovery (to Customer Owned Site)								
Microsoft Azure StorSimple Plan with Device (8100 device)								
Microsoft Azure StorSimple Plan with Device (8600 device)								
Microsoft Azure StorSimple Plan 8100 Renewal (no device)								
Microsoft Azure StorSimple Plan 8600 Renewal (no device)								
Operations Management and Security 1.1 Add on	1							
Operations Management and Security 1.2 Add on	1							
Operations Management and Security 1.1								
Operations Management and Security 1.1 from SA								
Operations Management and Security 1.2								
Operations Management and Security 1.2 from SA								
Operations Management and Security - Insights and Analytics								
Operations Management and Security - Automation and Control								
Operations Management and Security - Security and Compliance								
Operations Management and Security - Backup and Disaster Recovery								

## 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Operations Management and Security	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All (except Azure RemoteApp)
Student Use Benefit: N/A	True-Up Eligible: Operations Management and Security	

### 2.1 Operations Management and Security

#### 2.1.1 Add-on SLs

For each Qualifying License Customer may purchase a combination of Add-ons, provided the total quantity does not exceed the Eligible Quantity in the table below.

Qualifying License(s)	Add-on SL	Eligible Quantity
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	Operations Management and Security E1 Add-on	1/4 <sup>2</sup>
System Center Standard (2-packs of Core Licenses)	Operations Management and Security E2 Add-on	
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	Operations Management and Security E1 Add-on	1
System Center Datacenter (2-packs of Core License)	Operations Management and Security E2 Add-on	
Core Infrastructure Server Suite Standard (2 processor)	Operations Management and Security E1 Add-on	2
System Center Standard (2 processor)	Operations Management and Security E2 Add-on	
Core Infrastructure Server Suite Datacenter (2 processor)	Operations Management and Security E1 Add-on	8
System Center Datacenter (2 processor)	Operations Management and Security E2 Add-on	

<sup>1</sup>Each Qualifying License must have active SA

<sup>2</sup>Requires a minimum of four Qualifying Licenses

#### 2.1.2 Add-on SLs purchased under a different volume license agreement than the Qualifying License

An Operations Management and Security Add-on SL may be purchased under a different volume licensing agreement than its Qualifying License. If the SA coverage for the Qualifying License expires before the Operations Management and Security Add-on SL, the Operations Management and Security Add-on SL will expire at its next enrollment anniversary.

#### 2.1.3 Software Included with Operations Management and Security E1/E2

During the term of each Operations Management and Security E1/E2 subscription, Customer may install and run one copy of the corresponding included software for Managing an OSE in Customer's own facility or in Microsoft Azure.

Operations Management and Security Subscription	Included Software
Operations Management and Security E1	System Center Server Standard
Operations Management and Security E1 from SA	
Operations Management and Security E2	System Center Server Standard
Operations Management and Security E2 from SA	
Operations Management and Security Insights and Analytics	System Center Operation Manager
Operations Management and Security Automation and Control	System Center Configuration Manager System Center Orchestrator System Center Service Manager
Operations Management and Security Backup and Disaster Recovery	System Center Data Protection Manager System Center Virtual Machine Manager

#### 2.1.4 From SA Purchasing Eligibility

From SA Subscription Licenses may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. For each Qualifying Product, customer may purchase a combination of From SA SLs, provided the total quantity does not exceed the listed Eligible Quantity.

Qualifying Product	Corresponding From SA Subscription License	Eligible Quantity
Core Infrastructure Server Suite Standard (2 packs of Core Licenses)	Operations Management and Security E1 from SA	1/4
System Center Standard (2 packs of Core Licenses)	Operations Management and Security E2 from SA	
Core Infrastructure Server Suite Datacenter (2 packs of Core Licenses)	Operations Management and Security E1 from SA	1
System Center Datacenter (2 packs of Core Licenses)	Operations Management and Security E2 from SA	
Core Infrastructure Server Suite Standard (2 processor)	Operations Management and Security E1 from SA	2
System Center Standard (2 processor)	Operations Management and Security E2 from SA	
Core Infrastructure Server Suite Datacenter (2 processor)	Operations Management and Security E1 from SA	8
System Center Datacenter (2 processor)	Operations Management and Security E2 from SA	

<sup>1</sup>Requires a minimum of four Qualifying Licenses

## 2.2 Microsoft Azure StorSimple Plan Offerings

For each StorSimple Plan with Device purchased, Customer will receive a Storage Array device. Geographic availability and the terms and conditions governing the Storage Array, including warranty, shipping and handling, and duties, are set forth in [Appendix F - Storage Array Terms](#). Each StorSimple Plan purchased by Customer will be associated with a single Storage Array; any additional Storage Arrays used by Customer will be billed at consumption rates.

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# Microsoft Azure Support Plans

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure Active Standard Support						A		A
Azure Active Professional Direct Support						A		A
Microsoft Azure StorSimple Standard Support						A		A
Microsoft Azure StorSimple Standard Support to Premium Support						A		A
Microsoft Azure StorSimple Premium Support						A		A

## 2. Product Conditions

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

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# Microsoft Azure User Plans

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure Active Directory Basic (User S1)	1					A		A
Azure Active Directory Premium Plan 1 (User S1)	1	OM				A		A
Azure Active Directory Premium Plan 2 (User S1)	1	OM				A		A
Azure App Service Plan	1	OM				A		A
Azure Information Protection Premium Plan 1 (User S1)	1	OM				A	A	A
Azure Information Protection Premium Plan 1 Add-on (User S1)						A		
Azure Information Protection Premium Plan 2 (User S1)		OM				A	A	A
Azure Information Protection Premium Plan 2 Add-on (User S1)		OM				A		
Microsoft Multi-factor Authentication	1					A	A	A

## 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: Azure Active Directory, Azure Information Protection Premium, Microsoft Multi-factor Authentication	

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# Secure Productive Enterprise

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Secure Productive Enterprise E3 (User SL)						FO		
Secure Productive Enterprise E3 Add-on (User SL)						FO		
Secure Productive Enterprise E3 From SA (User SL)						FO		
Secure Productive Enterprise E5 (User SL)						FO		
Secure Productive Enterprise E5 Add-on (User SL)						FO		
Secure Productive Enterprise E5 From SA (User SL)						FO		
Skype for Business Plus CAL Add-on for Secure Productive Enterprise E3 (User SL)						A		

## 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All (except Secure Productive Enterprise From SA)	

### 2.1 Extended Use Rights for Secure Productive Enterprise Customers

#### 2.1.1 Office Servers

Each Licensed User assigned a Secure Productive Enterprise 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 Secure Productive Enterprise User SL and External Users.

This provision does not apply to customers who license Secure Productive Enterprise under the Microsoft Cloud Agreement.

#### 2.1.2 Office Professional Plus

##### 2.1.2.1 Secure Productive Enterprise From SA User SLs:

For each Licensed User to whom customer assigns a Secure Productive Enterprise 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.

This provision does not apply to customers who license this Product under the Microsoft Cloud Agreement.

##### 2.1.2.2 Secure Productive Enterprise 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 Secure Productive Enterprise 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.

### 2.2 Add-on User SLs and From SA User SLs

To acquire a Secure Productive Enterprise Add-On User SL or a Secure Productive Enterprise From SA User SL customer must satisfy the eligibility and license assignment requirements for each component of Secure Productive Enterprise. These requirements are identified in the Product Entry for each component. The components are: Windows 10 Enterprise E3/E5 Per User, Enterprise Mobility + Security E3/E5, and Office 365 Enterprise E3/E5.

### 2.3 From SA User SLs Purchases

Customer may not purchase more From SA User SLs than the number of Qualified Devices. As a one-time exception Customer may purchase a greater number of From SA User SLs, but only if (1) Customer purchases From SA User SL for each of the users of its Qualified Device, and (2) Customer must add devices as necessary to comply with the Primary use requirements in the Windows Desktop Operating System section 4.4.1.

### 2.4 SA Benefits for Secure Productive Enterprise From SA User SLs

Secure Productive Enterprise From SA User SLs provide the same SA Benefits as the From SA components of the Secure Productive Enterprise From SA User SL (Office 365 Enterprise E3/E5 from SA, Enterprise Mobility + Security From SA, and Windows 10 Enterprise E3/E5 Per User From SA).

### 2.5 United States Government Community Cloud Service

Refer to the Program Availability table for each component of Secure Productive Enterprise to find which components are UC services

# Enterprise Mobility + Security

## 1. Program Availability

Online Services	Point	QL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Enterprise Mobility + Security E3 (User SL)	1	OM			P	ED	A	AST
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	ED	A	AST
Enterprise Mobility + Security E3 From SA (User SL)						ED		
Enterprise Mobility + Security E5 (User SL)	1	OM			P	ED	A	AST
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	ED	A	AST
Enterprise Mobility + Security E5 From SA (User SL)						ED		

## 2. Product Conditions

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

### 2.1 Add-on User SL Purchase Eligibility

Customers must have an active Enterprise Enrollment with active SA for the corresponding Qualifying License(s). The Qualifying License(s) may be user-based or device-based. Customers with a pre-2010 version of the MBSA must sign the Online Services Supplemental Terms and Conditions.

### 2.2 Add-on User SL Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite	
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise Mobility + Security
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

### 2.3 Add-on User SL Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or users of devices added to an Enterprise Enrollment user or device count between true-up dates (i.e., in advance of the acquisition of the qualifying licenses), subject to the same limitation of one Add-on User SL per Qualifying License (or set of Qualifying Licenses).

Campus and School Agreement customers may purchase the corresponding User Subscription License for Enterprise Mobility + Security User SLs for their Users up to the same quantity as their Eligible PC count so long as they have coverage for the Qualifying Licenses.

### 2.4 Purchase eligibility for Enterprise Mobility + Security From SA User SLs

From SA User SLs may be purchased in lieu of SA for fully paid, perpetual Licenses ("Qualifying Licenses") for the Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. From SA User SLs requires CAL Suite Bridges as noted in the table.

Qualifying Licenses	Corresponding from SA User SL	Required CAL Suite Bridge
Core CAL Suite	Enterprise Mobility + Security from SA <sup>1</sup>	Core CAL Bridge for Enterprise Mobility + Security
Enterprise CAL Suite	Enterprise Mobility + Security from SA <sup>2</sup>	Enterprise CAL Bridge for Enterprise Mobility + Security <sup>3</sup>

<sup>1</sup>Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

<sup>2</sup>Required for Purchase at enrollment anniversary only.

<sup>3</sup>Purchase not required for users also licensed with Office 365 (Enterprise & Government E1, E3, E5)

<sup>4</sup>Purchase not required for users also licensed with Office 365 (Enterprise & Government E3, E5)

### 2.5 From SA User SLs purchases

No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.4. As a one-time exception for devices assigned a Qualifying License that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all Qualified Devices.

## 2.6 SA Benefits for Enterprise Mobility + Security From SA User SLs

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses in section 2.4.

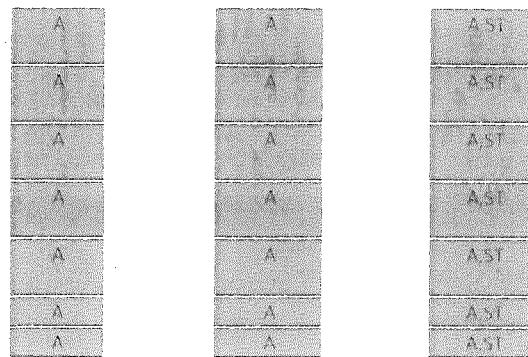
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# Microsoft Dynamics 365 Services

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics 365 Plan 1, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 Plan 1, Enterprise edition Add-on (User SL)				A		A		A,SI
Microsoft Dynamics 365 Plan 1, Enterprise edition From SA (User SL)						A		A,SI
Microsoft Dynamics 365 Plan 2, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 Plan 2 Enterprise edition Add-on (User SL)				A		A		A,SI
Microsoft Dynamics 365 Plan 2, Enterprise edition From SA (User SL)						A		A,SI
Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Customer Service, Enterprise Edition (Device SL)				A		A		A,SI
Microsoft Dynamics 365 for Field Service, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Field Service, Enterprise edition (Device SL)				A		A		A,SI
Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Operations, Enterprise edition (Device SL)				A		A		A,SI
Microsoft Dynamics 365 for Operations, Enterprise edition Add on (Device and User SL)						A		A,SI
Microsoft Dynamics 365 for Operations, Enterprise edition From SA (Device and User SL)						A		A,SI
Microsoft Dynamics 365 for Project Service Automation, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Sales, Enterprise edition (Device SL)				A		A		A,SI
Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)	1			A		A		A,SI
Microsoft Dynamics 365 for Team Members, Enterprise edition Add on (User SL)						A		A,SI
Microsoft Dynamics 365 for Team Members, Enterprise edition From SA (User SL)						A		A,SI
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal				A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal Page Views				A		A		A,SI
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Production Instance				A		A		A,SI
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Non Production Instance				A		A		A,SI
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Database Storage				A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Social Posts				A		A		A
Microsoft Dynamics 365 for Field Service, Enterprise edition Resource Scheduling Optimization				A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition Additional Database Storage				A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition Additional File Storage				A		A		A

Microsoft Dynamics 365 for Operations, Enterprise edition -  
Sandbox Tier 1: Developer & Test instance  
Microsoft Dynamics 365 for Operations, Enterprise edition -  
Sandbox Tier 2: Standard Acceptance testing  
Microsoft Dynamics 365 for Operations, Enterprise edition -  
Sandbox Tier 3: Premier Acceptance testing  
Microsoft Dynamics 365 for Operations, Enterprise edition -  
Sandbox Tier 4: Standard Performance testing  
Microsoft Dynamics 365 for Operations, Enterprise edition -  
Sandbox Tier 5: Premier Performance testing  
Microsoft Dynamics 365 Enhanced Support  
Microsoft Dynamics 365 Pro Direct Support



## 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: From SA User SLs, Add on User SLs	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

### 2.1 Purchase Eligibility for Dynamics 365 From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SLs may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The From SA User SLs are only available for purchase at Enrollment anniversary or beginning of a new Enrollment term.

Qualifying Product(s)	Corresponding From SA User SL
Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Self Serve CAL, Microsoft Dynamics CRM Essentials CAL, or Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition From SA
Microsoft Dynamics AX Task CAL (Device)	Microsoft Dynamics 365 for Operations, Enterprise Edition From SA (Device)
Microsoft Dynamics AX Functional CAL, or Microsoft Dynamics AX Enterprise CAL	Microsoft Dynamics 365 for Operations, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 2 From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Sales On-premises CAL	Microsoft Dynamics 365 for Sales, Enterprise edition From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Customer Service On-premises CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 From SA
Microsoft Dynamics for Sales On-premises CAL	Microsoft Dynamics 365 for Customer Service, Enterprise edition From SA
Microsoft Dynamics CRM Professional CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 From SA

### 2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA. Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Qualifying license(s)	Add-on User SL
Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Self Serve CAL, Microsoft Dynamics CRM Essentials CAL, or Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition Add on
Microsoft Dynamics AX Task CAL (Device)	Microsoft Dynamics 365 for Operations, Enterprise edition Add on (Device)
Microsoft Dynamics AX Functional CAL, or Microsoft Dynamics AX Enterprise CAL	Microsoft Dynamics 365 for Operations, Enterprise edition Add on Microsoft Dynamics 365 Enterprise edition Plan 2 Add on
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Sales On-premises CAL	Microsoft Dynamics 365 for Sales, Enterprise edition Add on
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Customer Service On-premises CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 Add on
Microsoft Dynamics 365 for Sales On-premises CAL	Microsoft Dynamics 365 for Customer Service, Enterprise edition Add on
Microsoft Dynamics CRM Professional CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 Add on

### 2.3 Unified Service Desk (USD)

Customers with active Microsoft Dynamics 365 Plan 1 or Plan 2, Enterprise edition subscriptions may install and use USD software for each user.

### 2.4 Microsoft Dynamics CustomerSource

Customers with active Microsoft Dynamics 365 Services subscriptions may access and use CustomerSource.

## 2.5 Eligibility for Qualified Offers

Customers renewing an agreement with Qualifying Products in the table below as of November 1, 2016 or later may acquire the Corresponding Microsoft Dynamics 365 Online Services Qualified Offer in agreement renewals before October 31, 2019. Volume Licensing and Dynamics Price List (DPL) customers will be eligible for this offer when licensing the subscription service in a licensing program other than the one the Qualifying Product was licensed.

Qualifying Product(s)	Corresponding Microsoft Dynamics 365 Online Services Qualified Offer
Microsoft Dynamics CRM Online;	Microsoft Dynamics 365, Enterprise edition Qualified Offer
Microsoft Dynamics AX (online);	Microsoft Dynamics 365, Enterprise edition Qualified Offer From SA
Microsoft Dynamics CRM, and	Microsoft Dynamics 365, Enterprise edition Qualified Offer Add-on
Microsoft Dynamics AX	
Microsoft Dynamics NAV;	Microsoft Dynamics 365, Business edition Qualified Offer
Microsoft Dynamics GP; and	Microsoft Dynamics 365, Business edition Qualified Offer From SA
Microsoft Dynamics SL	Microsoft Dynamics 365, Business edition Qualified Offer Add-on

## 2.6 Microsoft Dynamics Marketing and Parature

Enterprise Agreement and Enterprise Agreement Subscription customers who have licensed Microsoft Dynamics Marketing and Parature, from Microsoft subscriptions prior to November 1, 2016 under a current Enrollment may renew their subscriptions in any subsequent Enrollment signed prior to July 1, 2017.

## 2.7 Microsoft Dynamics 365 Plan 2, Enterprise edition for Government

Microsoft Dynamics 365 for Operations is not available in Microsoft 365 Plan 2, Enterprise edition for Government.

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# Office 365 Services

## Office 365 Applications

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Business		OM		OM	OM		A	
Office 365 ProPlus (User SL)	2	OM		OM	OM	I	A	FO, F
Office 365 ProPlus From SA (User SL)						I		
Visio Pro for Office 365	1	OM		OM	OM	A	A	A, M
Visio Pro for Office 365 Add on (User SL)						A		
Visio Pro for Office 365 From SA (User SL)						A		

### 2. Product Conditions

Terms of Service: OST	Product Pool Applications	Extended Term Eligible	Visio Pro for Office 365
Minimum Rights: N/A	Prerequisite: From SA User SL	From SA User SL, N/A	
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE)	Visio Pro for Office 365
Student Use Benefit: Yes	True-Up Eligible: All		

### 2.1 Purchase Eligibility for Office 365 Applications From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Product(s)	Corresponding from SA User SL
Office Professional Plus	Office 365 ProPlus From SA
Visio Professional	Visio Pro for Office 365 From SA

### 2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA.

Qualifying Product(s)	Add-on User SL
Visio Professional	Visio Pro for Office 365 Add-on to Visio Professional
Visio Standard	Visio Pro for Office 365 Add-on to Visio Standard

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

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

### 2.4 Campus and School Agreement, Enrollment for Education Solutions and Open Value Subscriptions – Education Solutions

If Customer is an Institution as described in the Campus and School Agreement and subscribes to Office 365 ProPlus User SL, it must purchase a License for each Qualified User in the Institution's organization. If Institution signs up for Student Option for Office 365 ProPlus User SL, it must purchase a License for each Student in the Organization.

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff may install Office Professional Plus 2016 software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus 2016.

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

### 2.5 Office Multi Language Pack

Customers with Office 365 Application subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office 365 Application.

### 2.6 Office Online

If Customer has a License for Office 365 ProPlus, then Customer may use Office Online services. Each of Customer's Licensed Users of Office 365 ProPlus may access Office Online services for viewing and editing documents, as long as they are also licensed for SharePoint Online or OneDrive for Business.

### 2.7 Open Value Subscription Migration Period

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

### 2.8 Deployment Rights for Visio Professional 2016

Each Office 2016 user or each user licensed to install Office Professional Plus under the Secure Productive Enterprise From SA User SL section with a subscription for Visio Pro for Office 365 may install and use a single copy of Visio Professional 2016 software on the device on which Office 2016 is installed.

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## Office 365 Suites

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Business Essentials		■■■■■			■■■■■		■■■■■	
Office 365 Business Premium		■■■■■			■■■■■		■■■■■	
Office 365 Education (User SL)	1							
Office 365 Education E5 (User SL)	(1)							
Office 365 Education E5 Add-on (User SL)	(1)							
Office 365 Enterprise E1 (User SL)	1	■■■■■						
Office 365 Enterprise E1 From SA (User SL)								
Office 365 Enterprise E3 (User SL)	1	■■■■■						
Office 365 Enterprise E3 From SA (User SL)								
Office 365 Enterprise E4 (User SL)	1	■■■■■						
Office 365 Enterprise E4 From SA (User SL)								
Office 365 Enterprise E5 (User SL)	1	■■■■■						
Office 365 Enterprise E5 From SA (User SL)								
Office 365 Enterprise E5 Add-on (User SL)	1	■■■■■						

Office 365 Enterprise E4 Add-on (User SL)	1	UC	UC
Office 365 Enterprise E5 Add-on (User SL)		OW	EO
Office 365 Enterprise E3 without ProPlus Add-on (User SL)			EO, UC
Office 365 Enterprise E4 without ProPlus Add-on (User SL)			UC
Office 365 Enterprise K1 (User SL)	1	UC	A, UC
Office 365 Midsize Business (User SL)		OM	P

## 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: All Application and Server (E1 and K1 Server only), MPSA – All Application only	Extended Term Eligible: Enterprise, Government, K
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: Enterprise, Government, K	Reduction Eligible (SCE): K1
Student Use Benefit: N/A	True-Up Eligible: Enterprise, Government, K	

### 2.1 United States Government Community Cloud Service

For Office 365 Suites identified above in Program Availability as UC, refer to the program availability table for each suite component to find which components are UC services.

### 2.2 Campus and School Acquisitions

Under Campus and School Agreement, subscription licenses for Office 365 Suites must be acquired per user on an Institution-wide or non-Institution-wide basis. If additional User SLs are required to access Office 365 Suites mid-term, Institution must submit an order for such Licenses. When licensing Office 365 Add-on, the corresponding qualifying License must be licensed under the same Enrollment. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services as set forth in Customer's volume licensing agreement.

### 2.3 No cost Office 365 ProPlus Student Licensing Based on Faculty/Staff Coverage

Provided an Institution has licensed Office Professional Plus or Office 365 ProPlus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or a Campus and School Agreement Enrollment for Education Solutions, Institution is eligible to acquire Licenses for Office 365 ProPlus for all students enrolled in any educational institution that is part of Institution's defined Organization, whether on a full-time or part-time basis, at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

### 2.4 Campus and School Lab or Library Use

Refer [Office 365 ProPlus Product Entry](#) for offer to use Office Professional Plus 2016 software on any open access lab or library within the Institution's Organization for Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff:

### 2.5 Add-on User SLs Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite	Office 365 Enterprise E1 Add-on Office 365 Enterprise E1 w/Exchange Online Archiving Add-on Office 365 Government E1 Add-on Office 365 Enterprise & Government E3 without ProPlus Add-ons Office 365 Government E4 without ProPlus Add-ons Office 365 Education E5 Add-on Exchange Online Plan 1 Add-on Skype for Business Online Plan 1 Add-on SharePoint Online Plan 1 Add-on Office 365 Enterprise E1 / Government E1 Add-on only Office 365 Enterprise E4 Add-on Office 365 Government E3 Add-on <sup>1</sup> Office 365 Enterprise & Government E4, E5 Add-ons Office 365 Enterprise & Government E3 without ProPlus Add-ons Office 365 Government E4 without ProPlus Add-ons Office 365 Education E5 Add-on Office 365 Midsize Business Add-on Exchange Online Plan 1 Add-on Skype for Business Online Plan 1 Add-on SharePoint Online Plan 1 Add-on Office 365 Enterprise & Government E3 without ProPlus Add-ons Office 365 Enterprise & Government E4 without ProPlus Add-ons Office 365 Education E5 Add-on Azure Information Protection Premium Add-on Office 365 Enterprise & Government E3, E4, or E5 Add-ons Office 365 Education E5 Add-on
Core CAL Suite + Office Professional Plus	
Enterprise CAL Suite	
Enterprise CAL Suite + Office Professional Plus	

Office Professional Plus <sup>2</sup>	<ul style="list-style-type: none"> <li>- Office 365 Enterprise &amp; Government E3<sup>3</sup> or E4<sup>4</sup> without ProPlus Add-ons</li> <li>- Office 365 Midsize Business Add-on<sup>13</sup></li> <li>- Office 365 Enterprise E3 Add-on<sup>13</sup></li> <li>- Office 365 Education E5 Add-on</li> </ul>
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<sup>1</sup>Each Qualifying License must have active SA

<sup>2</sup>These are the only offerings available to Open Value and Open Value Subscription customers.

<sup>3</sup>This Add-on User SL may only be purchased under an Open Value (Organization Wide) or Open Value Subscription agreement.

<sup>4</sup>Only Government customers as defined in Customer's volume licensing agreement may purchase this Add-on User SL.

Add-on User SLs (other than the Office 365 Midsize Business Add-on) have access rights equivalent to the Qualifying License, and permit the licensed user to access the same functionality of Customer's corresponding on-premises server Products as the Qualifying License from any device.

## 2.6 Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or devices added to an Enterprise Enrollment user or device count, or to an Open Value Subscription Agreement, between true-up dates (i.e., in advance of the acquisition of the Qualifying Licenses), subject to the same limitation of one Add-on User SL per qualifying License (or set of Qualifying Licenses).

## 2.7 Volume Licensing Program Terms

Programs terms applicable to the corresponding Online Service User SL also apply to the Add-on User SLs.

## 2.8 Purchase eligibility for Office 365 From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Qualifying Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Products	Corresponding from SA User SL	Required CAL Suite Bridge
Core CAL Suite	Office 365 (Enterprise E1 & Government E1) From SA <sup>1</sup>	Core CAL Bridge for Office 365 <sup>11</sup>
Office Professional Plus and Core CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA <sup>1</sup>	Core CAL Bridge for Office 365 <sup>11</sup>
Office Professional Plus and Enterprise CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA <sup>1</sup>	Enterprise CAL Bridge for Office 365 <sup>11</sup>

<sup>1</sup>Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

<sup>2</sup>Required for Purchase at enrollment anniversary only.

<sup>3</sup>Purchase not required for users also licensed with Enterprise Mobility + Security.

At their next Enrollment renewal, customers who have licensed Office 365 suite subscriptions prior to August 1, 2014 under a current Enrollment may purchase corresponding From SA User SLs to license all respective Office 365 users including those users added during the remainder of their current Enrollment term.

## 2.9 From SA User SLs purchases

No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.8. As a one-time exception for devices assigned Qualifying Licenses that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all licensed Qualified Device.

## 2.10 SA Benefits for Office 365 From SA User SLs

Office 365 (Enterprise E1, E3, E5 and Government E1, E3, E4) From SA User SLs provide the same SA Benefits as the Qualifying Products in section 2.8 above.

## 2.11 Office 365 Enterprise K1

Office 365 Enterprise K1 is formerly known as Business Productivity Online Desktop Suite (BPOS Desktop). Customers in Brazil and Chile purchasing Office 365 Enterprise K1 will be provisioned on BPOS Desktop. These customers may migrate to Office 365 Enterprise K1.

## 2.12 Office Multi Language Pack

Customers with Office 365 Suite that include Office 365 ProPlus may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 Suite.

## 2.13 Office 365 Midsize Business Product Key Redemption

Office 365 Midsize Business is available until September 30, 2015, after which unredeemed subscriptions may be used for a successor product.

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## Office 365 Advanced Security Management

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Advanced Security Management (User S1)	1	OM			P	A	A	A, S1

### 2. Product Conditions

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

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## Microsoft MyAnalytics

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft MyAnalytics (User S1)		OM		U	P	A, U	A	A, S1

### 2. Product Conditions

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

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## Office 365 Advanced Compliance

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Advanced Compliance (User S1)		OM		U	P	A, U	A	A, S1

### 2. Product Conditions

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

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## Exchange Online

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Online Plan 1 (User S1)	1	OM		U	P	A, U	A	A, S1
Exchange Online Plan 1 Add-on (User S1)		OM		U	P	A, U	A	A, S1
Exchange Online Plan 1A for Alumni (User S1)		OM		U	P	A, U	A	A, S1
Exchange Online Plan 2 (User S1)	1	OM		U	P	A, U	A	A, S1
Exchange Online Fusk (User S1)		OM		U	P	A, U	A	A, S1

Exchange Online Archiving for Exchange Online (User SL)	1	OM	UC	P	AUC	A	AST
Exchange Online Archiving for Exchange Server (User SL)	1	OM	UC	P	AUC	A	AST
Exchange Online Protection (User SL)		OM	UC	OM, P	AUC	A	A
Office 365 Advanced Threat Protection (User SL)		OM	UC	P	AUC	A	AST
Office 365 Threat Intelligence (User SL)		OM	UC	P	A		AST
import Service for Office 365					A		

## 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All (except Encryption)
Migration Rights: Product List - March 2014 (Exchange Hosted Archive)	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

### 2.1 Exchange Online Archiving for Exchange Server

Exchange Online Archiving for Exchange Server is a successor Online Service to Exchange Hosted Archive.

### 2.2 Exchange Online Archiving for Exchange Server A

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-Wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-Wide count and Student count.

### 2.3 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

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## OneDrive for Business

### 1. Program Availability

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

## 2. Product Conditions

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

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## Project Online

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Online Essentials (User SL)	1	OL		P	AUC			
Project Online Essentials Add-on (User SL)		OL						
Project Online Professional (User SL)	1	OL		P	AUC	A		
Project Online Professional Add-on (User SL)		OL						
Project Online Professional from SA (User SL)		OL						
Project Online Premium (User SL)	1	OL		P	AUC	A		
Project Online Premium Add-on (User SL)		OL						
Project Online Premium from SA (User SL)		OL						

## 2. Product Conditions

Terms of Service: OST	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

### 2.1 Purchase Eligibility for Project Online From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The from SA User SLs are only available for purchase at enrollment anniversary or beginning of a new enrollment term.

Qualifying Products	Corresponding From SA User SL
Project Professional	Project Online Professional From SA Project Online Premium From SA
Project Server CAL	Project Online Professional From SA Project Online Premium From SA

### 2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA.

Qualifying License(s)	Add-on User SL
Project Professional	Project Online Professional Add-on to Project Professional Project Online Premium Add-on to Project Professional
Project Standard	Project Online Professional Add-on to Project Standard Project Online Premium Add-on to Project Standard
Project Server CAL	Project Online Essentials Add-on to Project CAL Project Online Professional Add-on to Project CAL Project Online Premium Add-on to Project CAL

### 2.3 Office Multi Language Pack

Customers with Project Online Professional or Project Online Premium subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying subscription.

### 2.4 Deployment Rights for Project Professional 2016

Each Office 2016 user or each user licensed to install Office Professional Plus under the Secure Productive Enterprise From SA User SL section with a subscription for Project Online Professional or Project Online Premium may install and use a single copy of Project Professional 2016 software on the device on which Office is installed.

### 2.5 Project Online and Project Pro for Office 365 Product Key Redemption

Project Online and Project Pro for Office 365 subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until December 31st, 2016, after which unredeemed subscriptions may be used for a successor product.

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## SharePoint Online

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SharePoint Online Plan 1 (Over SL)	1	1	1	1	1	1	1	1
SharePoint Online Plan 1 Add-on (Over SL)								
SharePoint Online Plan 2 (Over SL)	1	1	1	1	1	1	1	1
Office 365 Extra File Storage 1 GB (Add-on SL)	1	1	1	1	1	1	1	1

### 2. Product Conditions

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

## 2.1 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

## 2.2 SharePoint Online Plan 1 with Yammer and SharePoint Online Plan 2 with Yammer Key Redemption

SharePoint Online Plan 1 with Yammer or SharePoint Online Plan 2 with Yammer subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until October 31, 2015, after which unredeemed subscriptions may be used for a product that includes either of those services.

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# Skype for Business Online

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Online Plan 1 (User SL)	1	OM		U/I	OM, P	A/I/U		
Skype for Business Online Plan 1 Add-on (User SL)						A/I/U		
Skype for Business Online Plan 2 (User SL)	1	OM		U/I	OM, P	A/I/U		
Skype for Business Online Cloud PBX (User SL)		OM		U/I	P	A/I/U		A/I
Skype for Business Online PSTN Conferencing (User SL)		OM		U/I	P	A/I/U	A	A/I
Skype for Business Online PSTN Calling (User SL)				U/I		A/I/U		A/I
Skype for Business PSTN Consumption (User SL)						A/I/U		A/I

## 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Skype for Business PSTN Consumption)	Reduction Eligible (SCE): All (except Skype for Business PSTN Consumption)
Student Use Benefit: N/A	True-Up Eligible: All (except for Skype for Business PSTN Consumption)	

### 2.1 Lync for Mac 2011

Skype for Business Online Plan 1 and Plan 2 require the separate purchase and installation of Skype for Business 2015 (or Lync for Mac 2011) to access the complete feature set of Skype for Business Online Plan 1 and Plan 2. As a limited time offer, customers licensed for Skype for Business Online receive one licensed copy of Lync for Mac 2011 at no cost with each trial or paid subscription license to Skype for Business Online. The software may only be used with Skype for Business Online, and all rights to use the software will terminate upon expiration of the underlying subscription license or migration to the next version of Skype for Business Online, whichever comes first. Customers may use the free Skype for Business Basic 2015 client for their Windows-based end users.

### 2.2 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

### 2.3 Skype for Business PSTN Consumption

Skype for Business PSTN Consumption services 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 funds customer allocates to the Skype for Business PSTN Consumption services may be used for those services, and 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. Skype for Business PSTN Consumption services are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

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## Other Online Services

### Bing Maps

#### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Bing Maps Enterprise Fee Monthly Subscription	25				P	A		
Mobile Asset Management Platform Monthly Subscription	25				P	A		
Bing Maps Internal Website Usage 100K Transactions Monthly Subscription	125				P	A		
Bing Maps Internal Website Usage 500K (and higher) Transactions Monthly Subscription	200				P	A		
Bing Maps Known Per User Monthly Subscription	1				P	A		
Bing Maps Known 5K User Monthly Subscription	200				P	A		
Bing Maps Light Known 500 User Monthly Subscription	1				P	A		
Bing Maps Light Known 5K User Monthly Subscription	125				P	A		
Mobile Asset Management Per Asset Monthly Subscriptions	1				P	A		
Bing Maps Public Website Usage 100K Transaction Monthly Subscription	50				P	A		
Bing Maps Public Website Usage 500K (and higher) Transactions Monthly Subscription	200				P	A		

#### 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Proportionate: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

#### 2.1 Billable Transactions

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on 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.

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## Business Application Platform

#### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Flow Plan 1 (User SL)				A		A		AST
Microsoft Flow Plan 2 (User SL)				A		A		AST
Microsoft PowerApps Plan 1 (Device and User SL)				A		A		AST
Microsoft PowerApps Plan 2 (User SL)				A		A		AST
Microsoft Stream Plan 1						A		AST
Microsoft Stream Plan 2						A		AST
Microsoft Stream Plan 2 Add-on						A		AST
Microsoft Stream Storage Add-on (500GB)						A		AST
Power BI Pro	1	EA			EA, P	A, E		AST
Power BI Pro A	1	EA			EA	A, E		AST

#### 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Flow, PowerApps, Stream
Migration Rights: N/A	Proportionate: N/A	Promotions: N/A
Qualified User Exemption: Power BI Pro	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: Flow, PowerApps, Stream	

## Kaizala

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Kaizala (User SL)	1					EA		A

### 2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

#### 2.1 Geographic Availability

Kaizala is only available in India.

## Microsoft Cloud App Security

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Cloud App Security (User SL)	1	DM				A	A	A
Microsoft Cloud App Security K (User SL)	1					A		A

### 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Operations Management and Security	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: All	True-Up Eligible: All	

## Microsoft Intune

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Intune (User SL)	1					A		A
Microsoft Intune Add on (User SL)	1	DM				A		A
Microsoft Intune User SL Add on Extra Storage 1 GB	1					A		A
Microsoft Intune for EDD (User SL)								A

### 2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: SLA	Reduction Eligible: Basic
Qualified User Exemption: All	Reduction Eligible: All (except Microsoft Intune for EDD (Device M))	Reduction Eligible (SCE): All
Student Use Benefit: Yes	True-Up Eligible: All	

## 2.1 Microsoft Intune for EDU (Device SL)

### 2.1.1 Availability

Microsoft Intune for EDU (Device SL) is available only through the Microsoft Cloud Agreement (MCA).

### 2.1.2 Term

The term of the Microsoft Intune for EDU (Device SL) subscription ("Intune Device SL") is six years from the date of order. If an Intune Device SL extends beyond the expiration of the MCA under which the Intune Device SL was purchased, the terms of the MCA will survive as necessary for the duration of the Intune Device SL.

### 2.1.3 Reassignment

The Microsoft Intune for EDU (Device SL) subscription may only be reassigned to a new device of the same model upon permanent hardware failure of the device the Intune Device SL was previously assigned to.

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## Microsoft Learning

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Learning Imagine Academy	75	OM					A	A
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75	OM					A	A
Microsoft Learning MTA/MCA Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MCE Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License (Services SL)	125						A	A

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: <a href="#">Server</a>	Extended Term Eligible: N/A
Repayment Rights: N/A	Prerequisite: N/A	Promotion: N/A
Customer Use Exception: N/A	Reduction Eligible: N/A	Reduction Eligible (SCD): N/A
Student Use Benefit: N/A	True Up Eligible: N/A	

#### 2.1 Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

**2.2 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.

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## Minecraft: Education Edition

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Minecraft: Education Edition	1							

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: <a href="#">Application</a>	Extended Term Eligible: N/A
High Priority: N/A	Prerequisite: N/A	Reduction Eligible: N/A
Reduction Eligible: N/A	Reduction Eligible: N/A	Reduction Eligible (SCD): N/A
True Up Eligible: N/A	True Up Eligible: N/A	

## 2.1 Eligibility for No Charge Student Offering

Institutions may acquire Licenses of Minecraft: Education Edition at no charge for its students if it has purchased Licenses of the Minecraft: Education Edition Faculty offering for all of its Faculty and Staff. Licenses acquired by this method are not eligible for fulfilling any order requirements.

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# Glossary

## 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.

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

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

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

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

**External User Access Requirement:** Indicates specific license requirements or options for access by External Users.

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

**Government Community Cloud (U.S. only):** Online Services that are available exclusively to the Community. Use Rights for government community cloud services are equivalent to those of their standard multi-tenant 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Student Use Benefit:** The option for Institutions that license a qualifying Product for their Organization-wide Count to license a Product for use by their Students at no additional cost. The qualifying Product and the Product eligible for the Student Use Benefit are identified in the Product Entry. Such Student Licenses may not be counted toward minimum order requirements.

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

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

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

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## 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.

**AO=** Additional Product Organization Wide: The Product is offered as an Additional Product orderable organization-wide.

**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 and Open Value Subscription – Education Solutions.

**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.

**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.

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

**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 United States Government Community Cloud Service.

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## Column Headings

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

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

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

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

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

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

**MPSA =** Microsoft Products and Services Agreement

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

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

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

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

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

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

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## 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 in OST, the license terms applicable to a full User SL for the same service apply.

**Additive CAL** means a CAL that must be used in conjunction with a base CAL.

**Additive External Connector License** means an External Connector License that must be used in conjunction with a base External Connector License.

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

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

**Client OSE** means an OSE running a client operating system.

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

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

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

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

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

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

**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.

**Hyper-V Container** is a feature of Windows Server that utilizes a virtual operating system environment. Each Hyper-V Container is considered to be one Virtual OSE.

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

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

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

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

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

**Licensed User** means the single person to whom a License is assigned.

**Management License (ML)** means a License that permits management of one or more OSEs by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

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

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

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

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

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

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

**Premium Assurance** is an offering for certain Products that provides access to security updates and bulletins that Microsoft makes available after a Product version is no longer covered by Extended Support.

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

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

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

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

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

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

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

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

**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** is a feature of Windows Server software.

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

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## Appendix A – CAL/ML Equivalent Licenses

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

	Office 365 Enterprise	Core CAL				Enterprise CAL				Enterprise Mobility + Security		Secure Productive Enterprise		Dynamics 365 Enterprise	
Servers	E1   E3   E4   E5	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS	E3   E5	E3   E5	Plan 1   Plan 2	
Exchange Server 2016 Standard															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Exchange Server 2016 Enterprise															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
SharePoint Server 2016															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Microsoft Audit and Control Management Server 2013															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Skype for Business Server 2015															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive (fn)	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive (PIs)	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Windows MultiPoint Server 2016 Premium (Academic only)															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive															
Windows Server 2016 Standard															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive (RMS)															
Additive (MIM)															
Windows Server 2016 Data Center															
Base	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Additive (RMS)															
Additive (MIM)															
Advanced Threat Analytics 2016															
Management															
System Center Configuration Manager 1606															
Management	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	■■■■■	
Microsoft Dynamics 365 (On-premises)															
Sales															
Cust Service															
Field Service															
Proj. Service															
Automation															
Power Apps															
Operations															

**Note** Office 365 Education E1 and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. A license for the Core CAL and Enterprise CAL Suite includes with active SA coverage provides rights equivalent to System Center Endpoint Protection 1606. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.

# Appendix B – Software Assurance

## Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products within 90 days from the date of purchase. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

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 from an OEM may acquire SA for Microsoft Office Standard 2016 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.

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.

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## Renewing Software Assurance

### Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted.

#### Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

#### Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

#### Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior to SKUs must buyout their Licenses before they can renew SA.

### Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

#### Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

**Transitioning between User and Device CALs:** Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

**Transitioning between User and OSE Client MLs:** Customers renewing SA for client MLs can switch between User and OSE.

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## 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.
- 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.

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## 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 Online, Office Online Server	X		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	
Windows Thin PC		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Training Vouchers	X	X	
E-Learning	X	X	X
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X

Extended HotFix Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
System Center Global Service Monitor			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	

#### 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.

#### Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for the following benefits:

- Planning Services
- Training Vouchers
- 24x7 Problem Resolution Support (Phone) in MPSA only

Software Assurance Benefits points are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Points cannot be combined across agreements, enrollments, or Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Windows Desktop Operating System Products, Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server <sup>1</sup> , Microsoft Dynamics AX Functional CAL <sup>1</sup> , and Microsoft Dynamics 365 (On-premises) CAL <sup>1</sup>	1
Windows Server Standard (2 packs of Core Licenses), System Center Standard Server Management License (2 packs of Core Licenses)	5
Windows Server Datacenter (2 packs of Core Licenses), System Center Datacenter Server Management License (2 packs of Core Licenses)	10
SQL Server Standard edition, Windows Server Standard edition, System Center Standard Server Management License (2 processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, and Microsoft Dynamics AX Enterprise CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2 processor)	75

*Note: For SQL CALs, see the CAL Suites table in this section*

<sup>1</sup> For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded

#### Office Online Services and Office Online Server

Users of a device licensed with the qualifying applications may access Office Online services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office Online services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard	Office Online for Office 365
Office Professional Plus	Office Online Server
Office for Mac Standard	

*Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office Online service.*

#### Planning Services

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of SA Benefit points from qualifying licenses. The number of days Customer receives for the available Planning Services offerings are combined into a pool of Planning Services days.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server, Microsoft Dynamics AX Functional CAL, and Microsoft Dynamics 365 (On-premises) CAL <sup>1</sup>	1
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2011 and Microsoft Dynamics CRM Server 2013, System Center 2012 Standard Server Management License (2 processor), Visual Studio Professional Subscription, and Visual Studio Test Professional Subscription, and Microsoft Dynamics AX Enterprise CAL	75

SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

**Note:** For SQL CALs, see the CAL Suites table in this section

<sup>1</sup> For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded

The total points Customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/ or Server Licenses Points	200-499	→1,999	→3,999	→29,999	→49,999	→99,999	→199,999	→399,999	→599,999	600,000+
Office Planning Services Days	1	3	5	10	15	20	30	40	50	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	200-3,999	→9,999	→99,999	→299,999	→599,999	→600,000+
Office Planning Services Days	1	3	5	7	10	12

Customers may select from available Planning Service offerings provided by qualified Microsoft Partners or Microsoft Affiliates. A list of available services can be found at <http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx>.

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings. Upon request customers can also convert (and un-convert) unused Training Voucher days (see the Training Voucher benefit) at a rate of three Training Voucher days into one Planning Service Day, if they (i) are currently eligible for the Training Voucher benefit, (ii) have activated their Training Voucher benefit, and (iii) have at least 3 unclaimed training days from Training Voucher benefit available for conversion.

- Planning Services may be delivered to Customer by qualified Microsoft Partners or Microsoft Affiliates. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider Customer can view the list of Qualified Providers here: <http://directory.partners.extranet.microsoft.com/psbproviders>
- Planning Services engagements provide services that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower Customer's Planning Services entitlement days.
- Voucher types may not be combined. Planning Services engagements must not exceed the maximum specified duration per engagement type.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. The tables above show service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one year will receive one third of the stated number of service days. Customers who purchase SA coverage for two years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with Customer's Microsoft account team for that purpose.

#### 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

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers granting a specific number of training days as described below.

Program	Office System Application Pool products	Systems Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses or points	1 day per 50 licenses or points
SAM 250-2,499	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,500-6,000	10 days*	15 days*
SAM 6,000-14,999	50 days*	25 days*

SAM 15,000 – 29,999	110 days*	55 days*
SAM 30,000 – 49,999	160 days*	80 days*
SAM 50,000 – 99,999	250 days*	125 days*
SAM 100,000 – 199,999	400 days*	200 days*
SAM 200,000 – 399,999	600 days*	300 days*
SAM 400,000 – 599,999	800 days*	400 days*
SAM 600,000 +	1400 days*	700 days*

\*Number of days per eligible enrollment, agreement, or Purchasing Account

- Services provided under vouchers are provided under an agreement between Customer and the qualified Microsoft Learning Partner.
- Courses delivered in an accelerated format require voucher days equivalent to the number of course days for the course delivery set in the SATV Voucher Validation and Reservation System.
- The voucher is only redeemable for days of instructor-led training with qualified Microsoft Learning Partners on approved courses. Custom courses (other than accelerated delivery of approved courses, custom courses compiled solely from approved courses or pre-approved exceptions based on systems issues or pilot programs) are not eligible for coverage by these vouchers.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- One Training Voucher day is equal to the equivalent of one training session day.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower Customer's Training Vouchers service level eligibility.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.

#### E-Learning

This benefit varies by Applications, Systems, and Servers. Eligible customers will receive access to qualifying online learning/E-learning courses (for Applications, Systems, and/or Servers) per qualifying enrollment/agreement.

The maximum number of users for which a Customer may use the E-Learning training is equal to the number of licensed copies of qualifying products that Customer has enrolled in SA. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another.

#### Home Use Program

Customer's employees, who are users of the licensed qualifying applications identified in the table below may acquire a single License for the corresponding Home Use 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.

Home Use Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the software, or upon the employee's installation and use of any prior or later version of that desktop application pursuant to a Home Use Program license.

The terms of use for the Home Use Program software are between Microsoft and Customer's employee and are accessed through the Home Use Program website.

Microsoft assumes no responsibility for compliance with any employment benefit, tax or reporting obligation that either Customer or its employees may have.

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Office Professional Plus 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Office for Mac Standard 2011/Office 2016 for Mac Standard	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Access 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Excel 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
PowerPoint 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
InfoPath 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
OneNote 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Outlook 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP
Publisher 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Sync DE HUP

Skype for Business 2015	
Word 2010/2013/2016	
Visio Standard 2010/2013/2016	Visio Professional 2016 HUP
Visio Professional 2010/2013/2016	
Project Standard 2010/2013/2016	Project Professional 2016 HUP
Project Professional 2010/2013/2016	

For more information, including information on the future availability of additional Home Use Program software, refer to <http://www.microsoft.com/licensing>.

Microsoft may terminate a customer's participation in the Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Home Use Program website in connection with that customer's program code.

#### 24x7 Problem Resolution Support

Customers (other than those purchasing through Academic Programs) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products. Microsoft will make reasonable efforts to assist Customer with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and may refer Customers to an additional service level agreement which may require an additional charge.

Products that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Microsoft can add support for new Products or discontinue support for existing Products. Microsoft will notify Customer if Customer's implementation of Microsoft products cannot be supported. If Customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, Microsoft may provide a modification to the commercially available Microsoft Product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Customer's specific problems and are not regression tested.

#### Phone Support Incident Awards for all programs except MPSA

The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment, Select Plus registration, Open Value Agreement or Open License Authorization number. Microsoft will award one Incident for each Server SA or CAL SA spend of at least \$20,000. Microsoft will award one incident for each Systems Pool or Applications Pool SA spend of at least \$200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award Increments	IW / Client - Incident Award Increments
US Dollar	USD	\$20,000	\$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	\$11,33,000	\$11,330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
Euro	EUR	21,500	215,000
UK Pound	GBP	£ 13,500	£ 135,000
Japanese Yen	JPY	JPY 2,400,000	JPY 24,000,000
Korean Won	KRW	KWD 24,000,000	KWD 240,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 600,000	RUB 6,000,000

Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After hours phone support may be provided through regional and international support centers. After hours phone support can only be used to initiate

business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

#### Phone Support Incidents Awards for MPSA

The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of Customer's SA coverage, regardless of whether or not Customer has chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

#### Web-Based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

#### Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OL	OV	S/S++ EA Level A	S/S++ EA Level B	S/S++ EA Level C & MPSA	S/S++ EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16

#### Service Level for Software Assurance Customers

Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A: Submission via phone	Critical business impact Customer's business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources at Customer site as required	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B: Submission via phone	Moderate business impact Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner	1st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C: Submission via phone or web	Minimum business impact	1st response in one business day or less based on support offering	Accurate contact information on case owner

	Customer's business is substantially functioning with minor or no impediments of services.	Effort during Business Hours only	Responsive within one business day.
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1 *Contact Microsoft representative for local business hours.*

2 *Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.*

#### Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS incidents. SA PRS incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to Customer's SA allowance.

#### Additional Business Provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone incident awards during the present or future award periods.

#### SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy in line with a Customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
Euro	EUR	268,750
UK Pound	GBP	163,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If Customer becomes eligible for

Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

#### Parallel Data Warehouse Eligibility

Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The number of permitted support contacts for MPSA is 8 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer's Premier Services Agreement.

Note: Customers currently licensed for PDW maintain this benefit as detailed in the [June 2016 Product Terms](#).

#### Extended HotFix Support

Extended Hotfix Support is available to customers who have signed a Premier or Essential Support agreement and have purchased SA under the following programs:

- Customers (other than those purchasing through Academic Programs) with SAM coverage for Applications pool qualify for Extended Hotfix Support for Application pool products.
- Customers (other than those purchasing through Academic Programs) with SAM coverage for Systems pool qualify for Extended Hotfix Support for Windows desktop operating system and/or Windows Embedded operating system (with SAM coverage on a Windows Embedded product).
- Customers (other than those purchasing through Academic Programs) with SA on at least one server product qualify for Extended Hotfix Support for Server products. The following server products are covered: Microsoft Exchange Server, Microsoft SQL Server, System Center, and Windows Server.

Extended Hotfix Support is a benefit for older software versions that have transitioned from Mainstream to Extended Support. For customers who have signed a Premier or Essential Support agreement, the annual fees for an Extended Support contract are waived. Customers are still responsible for the fees for individual Hotfixes.

#### 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 Enterprise Edition [Step-Up License Volume Licensing Brief](#):

<http://www.microsoft.com/licensing>

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 for Team Members On-premises CAL	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Customer Service On-premises CAL
Office Standard	Office Professional Plus

Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
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

#### 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.

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.

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.
- 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.
- 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.

#### License Mobility

##### License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its licenses which are designated as having License Mobility and for which it has SA to any of its licensed servers located within the same server farm as often as needed. Customer may also reassign these licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

##### License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting license terms.

##### Permitted Use:

###### With License Mobility through SA, Customer may

- Run its licensed software on shared servers,
- Access that software under access licenses and for which it has SA, and under its User and Device SUs 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 Platform Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. 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 2016 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2016 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

#### Fail-over Rights

For Products that are also granted Fail-Over Rights, Customer may run passive fail-over Instances 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

If Customer delivers the Unified Solution from shared servers, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self Hosted Application. Instead, Customer must use Windows Server software licensed through a License Mobility through Software Assurance Partner or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance.

Customer's software must:

1. 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);
2. 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;
3. 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
4. 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.

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# Appendix C – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

## Microsoft Premier Support Offerings

Area	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	X	X	X	X
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours +1 Health Check +1 Workshop	Up to 120 hours	Up to 160 hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 hours
24x7 Critical Situation Escalation Management (Severity Level 1)	X	X	X	X
Rapid Onsite Support	X	X	X	X
Proactive Information Services	X	X	X	X
Microsoft Premier Online	X	X	X	X
Add-on Hours	Packs of 20	Packs 20	Packs of 20	Packs of 20

<sup>1</sup>Business Hours are defined locally.

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
I Submission via phone only	Catastrophic business impact. Complete loss of a core (mission critical) business process and work cannot reasonably continue. Needs immediate attention.	1st call response in 1 hour or less Microsoft's Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of Customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority
A Submission via phone only	Critical business impact. Significant loss or degradation of services. Needs attention within 1 hour.	1st call response in 1 hour or less Microsoft's Resources at Customer site as required. Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B Submission via phone or web	Moderate business impact. Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours.	1st call response in 2 hours or less Effort during Business Hours <sup>1</sup> only	Allocation of appropriate resources to sustain Business Hours' continuous effort Access and response from change control authority within 4 Business Hours <sup>1</sup>
C Submission via phone or web	Minimum business impact. Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours.	1st call response in 4 hours or less Effort during Business Hours <sup>1</sup> only	Accurate contact information on case owner Responsive within 24 hours

<sup>1</sup>Business Hours are defined locally.

<sup>2</sup>Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

### Associated Business Rules

All Professional Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Professional Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Professional Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Professional Services not consumed on an annual basis will be forfeited. Upon Customer request, Microsoft may access Customer's system via remote dial-in to analyze problems.

## Microsoft Digital Advisory Services Offerings

The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Enterprise Agreement

Area	Enterprise Strategy Connect	Enterprise Strategy Foundation	Enterprise Strategy Portfolio
100 Product Family	9111 xxxx	9A11 xxxx	9H11 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)			
Digital Advisory Network			
Digital Advisory Services Library			
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

#### Digital Advisory Service Modules

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

#### Services Out of Scope

The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

#### Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

## Sales Productivity Accelerator Offerings

#### Sales Productivity Accelerator Overview

The Sales Productivity Accelerator is a service provided by Microsoft Services over the course of a four (4)-week-term to deliver a fixed-scope implementation of Microsoft Dynamics 365.

The Sales Productivity Accelerator includes the following deliverables:

- **Service Delivery Plan:** created by a Microsoft Consultant to meet the customer's business goals and objectives.
- **Workshops:** will devote up to a total of sixteen (16) hours for workshops:
  - Up to two (2) discovery workshops, to explore and define key use cases and business requirements, as provided by Customer, to configuration settings;
  - Up to four (4) design review workshops during the Build phase.
- **Reporting:** One (1) native Microsoft Dynamics 365 dashboard with up to four (4) native components and two (2) Excel Power View Reports using Power BI ProS configured for up to two (2). The reports display up to two (2) interactive charts per entity with data sourced from Microsoft Dynamics 365.
- **Configuration:** Microsoft Dynamics 365 will be configured to support up to a total of ten (10) users. During this time, Microsoft will devote up to sixty-four (64) hours to configure the lead thru opportunity processes, 3 security roles, 3 persona's leveraging out of the box security roles, SharePoint and Yammer integration with Microsoft Dynamics 365.
- **Testing:** will devote up to twenty-six (26) hours devoted to up to two (2) tests (e.g., System Test & UAT).
- **Training and Knowledge Transfer:** Provide one (1) product-oriented training for Customer's users, for up to a total of four (4) hours.
- **Deployment Support:** Provide up to forty (40) hours of deployment and go-live support (week 4) subject to the pre-determined project scope and requirements.

#### Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Sales Productivity Accelerator service, 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. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

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# Appendix D – Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

## Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

### Price Levels in Select Plus

Customer's prices are based upon agreement between Customer and Customer's reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level-Commercial	Annual Point Minimums per Pool
A	500
B	4,000
C	10,000
D	25,000

## Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

## Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft's partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

## Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any consulting and support services Microsoft performs ("Professional Services") purchased from the Product Terms are governed by (1) customer's volume licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Professional Services agreement controls. If Customer's master agreement for volume licensing 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, the following supplemental terms apply to any Professional Services purchased and used by Customer.

### Use, Ownership, and License Rights

#### Fixes

If Microsoft provides Product Fixes, modifications or enhancements, or their derivatives, either released generally (such as Product service packs) or to address a specific issue for Customer (collectively, "Fixes"), such Fixes are licensed under the same terms as the Product to which it applies. If the Fixes are not provided for a specific product, any use terms Microsoft provides with the Fixes will apply.

### Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer ("Pre-Existing Work") shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement.

### Services Deliverables

Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered Services Deliverables. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions governing the Professional Services and Customer's volume licensing agreement.

### 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.

### Open Source License Restrictions

Customer must not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property to obligations beyond those included in these Professional Services terms or Customer's volume licensing agreement.

### Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights. Customer is liable for ensuring its Affiliates' compliance with these Professional Services terms and Customer's volume licensing agreement.

### Warranties and Limitations of Liability

#### Warranty for Professional Services

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, as the sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **Except for the limited warranty 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.**

#### Limitation of Liability

Microsoft's liability for direct damages will be limited to the amounts Customer was required to pay for the Professional Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$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. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

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# Appendix E – Promotions

## Azure Compute Capacity Promotion

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From November 1, 2015 to December 31, 2017, the Azure Compute Capacity promo offers discounts on A, D, and G Series Compute instances as non-coterminous 12 month subscriptions.

## New Customer Azure Monetary Commitment Offer

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A new or renewing Enterprise Agreement or Campus and School Agreement customer who purchases at least 21 Azure Monetary Commitment units per month between November 1, 2016 and June 30, 2017 and have consumed less than 50 monetary commitment units in the previous 12 months, will be eligible to receive a one-time Azure Monetary Commitment credit equal to up to 25% of the Azure Monetary Commitment that customer consumes during the first 3 months of the agreement term. The Monetary Commitment credit will be added to the customer's Monetary Commitment balance 4 calendar months after the effective date of the new or renewed agreement. Any portion of the Monetary Commitment credit that has not been consumed by the next Enrollment anniversary will expire and be forfeited.

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# Appendix F - Storage Array Terms

## Availability

The Storage Array is available for delivery in the following geographies only: Argentina, Australia, Austria, Bahrain, Belarus, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Kazakhstan, Kenya, Kuwait, Lebanon, Macau, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nigeria, Norway, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, South Korea, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, Ukraine, United Kingdom, United States, Vietnam.

## Shipment and Title

Shipping terms for orders placed are: (i) FCA (Incoterms 2010) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Customer; and (iii) for shipments outside the United States, Customer is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Customer on a No Charge basis and title for the Storage Array and the risk of loss will pass to Customer upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. The Storage Array will be shipped to the address provided by Customer using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by Customer for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to Customer and does not impact any other ship-to (or Tax Address) provided on Customer's volume license agreement used for purposes of charging sales tax to Customer on purchases made under that volume license agreement.

## Storage Array Software

Microsoft grants Customer a non-exclusive, non-transferrable, limited license to use the Software that runs in the Storage Array ("Storage Array Software") only in connection with Customer's use of the Storage Array. Customer's use of the Storage Array Software is subject to the terms of Customer's volume license agreement governing Software, and Microsoft reserves all other rights.

### Restrictions

Customer may not use the Storage Array Software for comparisons or "benchmarking" except for Customer's internal purposes or publish or disclose the results thereof.

### Certain Third Party Open Source Software

The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Customer in accordance with the applicable open-source licenses.

### Activation/Consent for Internet-based Services

Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Customer's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Customer is using, and the language code of the Storage Array running the Storage Array Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Storage Array and Storage Array Software, Customer consents to the transmission of this information to Microsoft.

### Storage Array Software Updates

The update service for Storage Array Software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates from Microsoft will be licensed by Microsoft and any third party updates will be licensed by the applicable third party.

## Limited Hardware Warranty

Microsoft warrants that the Storage Array hardware will not malfunction due to a defect in materials or workmanship under ordinary commercial use as described in the applicable product documentation for a period of ninety (90) days from the date of delivery to Customer. If it does not and Customer notifies Microsoft within the warranty term, Microsoft will repair or replace it (at Microsoft's election) at no charge. This is the only warranty Microsoft gives for the Storage Array, and Customer waives any breach of warranty claims not made during the warranty period. This warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with Customer's volume license agreement or the product documentation and it is void if the Storage Array is opened or modified, damaged by use with Non-Microsoft Products, or damaged by maintenance or repair performed by anyone other than Microsoft or a Microsoft authorized vendor. Microsoft provides no other warranties or

conditions and disclaims any other express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## Indemnification. Defense of third party claims

Microsoft will defend Customer against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Customer's volume license agreement regarding defense of third party claims.

## Limitation of Liability

For any claim related to a Storage Array, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Storage Array. **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. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; (2) defense obligations; or (3) violation of the other party's intellectual property rights.**

## U.S. Export Control Laws

The Storage Arrays are subject to the provisions in Customer's volume licensing agreement regarding U.S. export jurisdiction.

## Collection of Diagnostic Information

Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that a Customer stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Customer's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, refer to <https://www.microsoft.com/en-us/privacystatement>.

## Government Use

Customer understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Customer at no additional charge. Microsoft waives any and all entitlement to compensation from Customer for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Customer without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Arrays and StorSimple Standard Support shall be for the sole benefit and use of Customer and not for the personal use or benefit of any individual government employee.

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## Appendix G - Premium Assurance

Customer may acquire Premium Assurance Add-on Licenses subject to these terms and conditions:

- Premium Assurance Add-on Licenses may only be acquired for Product Licenses that have active SA under the same enrollment ("Qualifying Licenses").
- Customer must acquire Premium Assurance Add-on Licenses for all Qualifying Licenses for all Product editions within a Product Family.
- Customer must acquire Premium Assurance Add-on Licenses for Qualifying Licenses it subsequently acquires during its enrollment term.
- Customer is not required to acquire Premium Assurance for CALs or External Connector Licenses; however, Customer is required to have SA coverage on CALs or External Connector Licenses permitting users and devices to access Licensed Servers with active Premium Assurance coverage.

Premium Assurance Add-on Licenses expire at the end of the enrollment term under which they are acquired. At renewal, Customer must reacquire Add-on Licenses to continue Premium Assurance coverage.

For Server and Cloud Enrollment customers, "Product Family" has the meaning given in their enrollment. For Enterprise and Enterprise Subscription Enrollment customers and Enrollment for Education Solutions ("EES") customers, it includes the group of Products designated as a Product Family in the table below.

Enterprise and Enterprise Subscription Enrollment and EES Product Families	
Product Family	Server and Tools Product
SQL Server	SQL Server Enterprise Per Core SQL Server Standard Per Core SQL Server Enterprise (Server/CAL) SQL Server Standard SQL Server CAL
Core Infrastructure Suite ("CIS")	CIS Datacenter CIS Standard Windows Server Datacenter Windows Server Standard

### Premium Assurance Pricing

Microsoft will offer four series of Premium Assurance Add-on Licenses. Customer will be eligible to acquire Add-on Licenses within the latest series in effect at the time it first acquires Add-on Licenses for a given Product Family. Customer will be eligible to acquire additional Add-on Licenses within the same series for that Product Family during its current enrollment term and, provided there is no interim lapse in Premium Assurance coverage on its Qualifying Licenses, during any renewal term. Prices within each series are fixed by program and price level, and will not change across renewal terms, other than as necessary to offset exchange rate fluctuations for prices other than U.S. dollars.

### Eligibility for Premium Assurance Benefits

Premium Assurance benefits will be made available for Product versions that are no longer covered by Extended Support, beginning with Windows Server 2008 and SQL Server 2008. Premium Assurance benefits will be made available during the six years following the end of Extended Support. Customer will be eligible for Premium Assurance benefits for a given Product edition and version under Premium Assurance Add-on Licenses it first acquires prior to the end of such Product's Extended Support. Customer will also be eligible for Premium Assurance benefits for that same Product edition and version under Add-on Licenses it acquires:

- subsequently under the same enrollment; and
- during any renewal term (provided there is no interim lapse in coverage)

Microsoft reserves the right to discontinue availability of Premium Assurance benefits in the future, but only for Product editions and versions still in Mainstream Support.

### Deployment and Use

Customer may install security updates provided as Premium Assurance benefits only on Licensed Servers with Premium Assurance coverage. Customer is not required to remove updates if coverage lapses.

### 24x7 Problem Resolution Support

If Customer meets the following requirements, Customer will be eligible to apply available 24x7 Problem Resolution Support Incidents to the use of older versions of the software beginning with 2008.

- Customer is eligible for 24x7 Problem Resolution Support as described in the 24x7 Problem Resolution section of Appendix B.
- The product version Customer is using is past Extended Support, but not by more than six years.
- Customer is using the software on a Licensed Server with active Premium Assurance Add-on Licenses
- Customer first acquired that Premium Assurance coverage prior to the end of Extended Support for the version in use, and has maintained it continuously.

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**Appendix A  
Enrollment Documents**

A6: SERVICE LEVEL AGREEMENT FOR MICROSOFT ONLINE SERVICES, MAY 1, 2017



# Service Level Agreement for Microsoft Online Services

## May 1, 2017

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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	Deletions
Analysis Services	

### Service Specific Terms

Cloud Services: Included Role Instance Connectivity as the means of calculating Downtime.

DocumentDB: Included SLAs for Throughput, Consistency and Latency.

Storage Service: Included files as Excluded Transactions and Failed Storage Transactions.

Virtual Machines: Included Announced Single Instance Maintenance, Availability Set, and Fault Domain to the Additional Definitions.

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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.

## Terms

### Claims

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

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the 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

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. 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;
4. 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;
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. 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;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. For licenses reserved, but not paid for, at the time of the Incident.

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

### Microsoft Dynamics 365 for Customer Service

**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:

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

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

**Service Credit:**

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

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### Microsoft Dynamics 365 for Financials

**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:

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

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

**Service Credit:**

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

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### Microsoft Dynamics 365 for 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:

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

**Service Credit:**

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

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## Microsoft Dynamics 365 for Sales

**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:

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

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

**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:

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

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

**Service Credit:**

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:

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

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

**Service Credit:**

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

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

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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:

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

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

**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.

## 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:

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

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

**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.

## Microsoft Teams

**Downtime:** Any period of time when end users are unable to read or post to chat conversations for which they have appropriate permissions.

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

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

where Downtime is measured in user-minutes; that is, for each 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%

## Microsoft MyAnalytics

**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:

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

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

**Service Credit:**

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

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## Office 365 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:

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

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

**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:

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

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

**Service Credit:**

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

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## Office 365 ProPlus

**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:

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

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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 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:

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

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

#### 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:

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

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

#### 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

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

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

**Service Credit:**

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

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## Project Online

**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:

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

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

**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:

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

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

**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.<sup>1</sup>

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

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

where Downtime is measured in user-minutes; that is, for each 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%

<sup>1</sup>Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

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## Skype for Business Online – PSTN Calling and PSTN Conferencing

**Downtime:** Any period of time when end users are unable to initiate a PSTN call or unable to dial into a PSTN conference.

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

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

Where Downtime is measured in user-minutes; that is, for each 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 – 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 Skype for Business placed call (within a subscription) that meets both conditions below:

- The call was placed from a Skype for Business 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 and Skype for Business 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

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

**Service Credit:**

Monthly Good Call Rate	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:

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

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

**Service Credit:**

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

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## Microsoft Azure Services

### AD 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:

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

**Service Levels and Service Credits are applicable to Customer’s use of Azure Active Directory Domain Services:**

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

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## Analysis Services

### Additional Definitions:

"Server" means any Azure Analysis Services server.

"Maximum Available Minutes" is the total number of minutes that a given Server has been deployed in Microsoft Azure during 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:

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

### Service Credit:

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

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## API Management Services

### Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during 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:

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

### Service Credit for Standard Tier:

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

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

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

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## App Service

### Additional Definitions:

“App” is an API App, Logic App, Web App or Mobile App deployed by Customer within the App Service, excluding web apps in the Free and Shared tiers.

“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.

**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:

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

### Service Credit:

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

**Additional Terms:** Service Credits are applicable only to fees attributable to your use of Web Apps or Mobile 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 one or more Application Gateway instances 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 comprising two or more medium or larger Application Gateway instances 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:

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

### Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	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 Application Insights Resource(s) have been deployed within a Microsoft Azure subscription during a billing month.

"Data Latency" is the number of minutes that data received from the instrumentation in Customer's application is delayed from appearing in Application Insights service where the delay is greater than 2 hours.

"Downtime" is the total accumulated number of minutes that are part of Maximum Available Minutes that experience Data Latency.

**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 Levels and Service Credits:

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

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## 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:

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

#### Service Credit:

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

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## 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:

$$\frac{\text{Total Jobs} - \text{Delayed Jobs}}{\text{Total Jobs}} \times 100$$

**Service Credit:**

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

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## Azure Functions

For Function Apps running on App Service Plans we guarantee that the associated Functions compute will be available 99.95% of the time. No SLA is provided for Functions Apps running under Consumption Plans.

**Additional Definitions:**

“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 across all Function Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Function App” is an individual Function deployed on an App Service Plan with an associated trigger.

“Downtime” The total accumulated Deployment Minutes, across the Function App deployed by a customer in a given Microsoft Azure subscription, 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 the App Service Plan on which the Function App is hosted and Microsoft’s Internet gateway.

**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 Levels and Service Credits:**

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

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## Azure Security Center

**Additional Definitions:**

“Protected Node” is a Microsoft Azure resource, counted as a node for billing purposes that is configured for the Azure Security Center Standard Tier.

“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 Security Center.

“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:** 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%

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## Batch Service

**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:

$$\text{Monthly Uptime \%} = 100\% - \text{Average Error Rate}$$

**Service Credit:**

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

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## Backup Service

**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.

**Deployment Minutes** is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

**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.

**Maximum Available Minutes** is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during a billing month.

**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.

**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:

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

**Service Credit:**

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

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## BizTalk Services

**Additional Definitions:**

“BizTalk Service Environment” refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

“Deployment Minutes” is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during 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:

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

**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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## Cache Services

**Additional Definitions:**

“Cache” refers to a deployment of the Cache Service created by you, 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.

“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 you in a given Microsoft Azure subscription during a billing month.

**Downtime:** The total accumulated Deployment Minutes, across all Caches deployed by you 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:

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

**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 Cache Service, which includes the Azure Managed Cache Service or the Standard tier of the Azure Redis Cache Service. The Basic tier of the Azure Redis Cache Service is not covered by this SLA.

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## CDN Service

**Downtime:** To assess Downtime, Microsoft will review data from any commercially reasonable independent measurement system used by you.

You 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 your 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:** 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).

**Service Credit:**

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	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.

"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.

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"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.

**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:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes}-\text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

**Service Credit:**

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

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## 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:

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

**Service Credit:**

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

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## Data Factory – Activity Runs

**Additional Definitions:**

"Activity Run" means the execution or attempted execution of an activity

"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.

"Total Activity Runs" is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.

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

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

**Service Credit:**

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

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## Data Factory – API Calls

**Additional Definitions:**

**“Excluded Requests”** is the set of requests within 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.

**“Resources”** means pipelines, data sets, and linked services created within a Data Factory.

**“Total Requests”** is the set of all requests, other than Excluded Requests, to perform operations against Resources within active pipelines during a billing month for a given Microsoft Azure subscription.

**Monthly Uptime Percentage:** of 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:

$$\text{Monthly Uptime \%} = \frac{(\text{Total Requests} - \text{Failed Requests})}{\text{Total Requests}}$$

**Service Credit:**

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%

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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:**

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

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## Data Lake Store

**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.

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"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%.

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

$$100\% - \text{Average Error Rate}$$

**Service Credit:**

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

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## DocumentDB

**Additional Definitions:**

"Collection" is a container of JSON documents, 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 DocumentDB Collection in a given second.

"Database Account" is the top-level resource of the DocumentDB resource model. A DocumentDB 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.

Operation	Maximum Upper Bound on Processing Latency
All Database Account configuration operations	2 Minutes
Add a new Region	60 Minutes
Manual Failover	5 Minutes
Resource Operations	5 Seconds
Media Operations	60 Seconds

"Provisioned RUs" is the total provisioned Request Units for a given DocumentDB Collection for a given second.

"Rate Limited Requests" are requests which are throttled by the DocumentDB Collection after Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection for a given second.

"Request Unit (RU)" is a measure of throughput in DocumentDB.

"Resource" is a set of URI addressable entities associated with a Database Account.

"Successful Requests" are Total Requests minus Failed Requests.

"Total Request" is the set of all requests, including Rate Limited Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

### Availability SLA

"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.

**Monthly Uptime Percentage:** The DocumentDB Service 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 represented by the following formula:

$$100\% - \text{Average Error Rate}$$

**Service Credit:**

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

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### Throughput SLA

"Throughput Failed Requests" are requests which are throttled by the DocumentDB Collection resulting in an Error Code, before Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection 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 DocumentDB 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:

$$100\% - \text{Average Error Rate}$$

#### Service Credit:

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

### Consistency SLA

"K" is the number of versions of a given document 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.

Consistency Level	Consistency Guarantees
Strong	Strong
Sessions	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 DocumentDB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month.

**Monthly Consistency Attainment Percentage:** The DocumentDB Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The Monthly Throughput Percentage is represented by the following formula:

$$100\% - \text{Average Consistency Violation Rate}$$

#### Service Credit:

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

### Latency SLA

"Application" is a DocumentDB application deployed within a local Azure region using the DocumentDB 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 document read or document 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 document read or document write operations with a payload size less than or equal to 1 KB in a given hour.

"Ordinal Rank" is the 99th percentile using the nearest rank method represented by the following formula:

$$\text{Ordinal Rank} = \frac{99}{100} \times N$$

"P99 Latency" is the value at the Ordinal Rank of S.

"Excessive Latency Hours" is the total number of one-hour intervals during which Successful Requests submitted by an Application resulted in a P99 Latency greater than or equal to 10ms for document read or 15ms for document 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 DocumentDB Application 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::

$$100\% - \text{Average Excessive Latency Rate}$$

Service Credit:

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

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## ExpressRoute

Additional Definitions:

"Dedicated Circuit" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an exchange provider or a network service 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:** 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:** 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%

**Additional Terms:** Monthly Uptime Percentage and Service Credits are calculated for each Dedicated Circuit used by you.

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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:

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

### Service Credit:

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

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## HockeyApp

### Additional Definitions:

“HockeyApp Dashboard” means the web interface provided to developers to view and manage applications using the HockeyApp Service.

“Maximum Available Minutes” is the total number of minutes in a billing month.

**Downtime:** is the total accumulated minutes in a billing month during which the HockeyApp Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the HockeyApp Dashboard or to the HockeyApp API throughout the minute either result in an Error Code or do not return a response within one minute. For purposes of the HockeyApp API, HTTP response codes 408, 429, 500, 503, and 511 are not considered Error Codes.

**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%

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## 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:

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

#### Service Credit:

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:

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

#### Service Credit:

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

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## Log Analytics

#### Additional Definitions:

“Batch” means a group of Log Data entries that are either uploaded to the Log Analytics Service or read from storage by the Log Analytics Service within a given period of time. Batches queued for indexing are displayed in the usage section of the Management Portal.

“Log Data” refers to information regarding a supported event, such as IIS and Windows events, that is logged by a computer and for which the Log Analytics Service has been configured to be processed by the Service Index.

“Delayed Batches” is the total number of Batches within Total Queued Batches that fail to complete indexing within six hours of the Batch being queued

“Total Queued Batches” is the total number of Batches queued for indexing by the Log Analytics Service during a given billing month.

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

$$\frac{\text{Total Queued Batches} - \text{Delayed Batches}}{\text{Total Queued Batches}} \times 100$$

**Service Credit:**

Monthly Uptime 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:

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

**Service Credit:**

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

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## Machine Learning – Batch Execution Service (BES) and Management APIs 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 you during a billing month for a given Microsoft Azure subscription.

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

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

**Service Credit:**

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

**Service Level Exceptions.** Service Levels and Service Credits are applicable to your use of the Machine Learning BES and Management API Service. The Free Machine Learning tier is not covered by this SLA.

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## Machine Learning – 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 and Management API requests by you during a billing month for a given Microsoft Azure subscription.

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

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

**Service Credit:**

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

**Service Level Exceptions:** Service Levels and Service Credits are applicable to your use of the Machine Learning RRS and Management API Service. The Free Machine Learning tier is not covered by this SLA.

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## Media Services – Content Protection Service

**Additional Definitions:**

“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.

“Total Transaction Attempts” are all Valid Key Requests made by you during a billing month for a given Azure subscription.

“Valid Key Requests” are all requests made to the Content Protection Service for existing content keys in a Customer's Media Service.

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

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

**Service Credit:**

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

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## Media Services – Encoding Service

**Additional Definitions:**

“Encoding” means the processing of media files per subscription as configured in the Media Services Tasks.

“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.

“Media Service” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“Media Services Task” means an individual operation of media processing work as configured by you. Media processing operations involve encoding and converting media files.

“Total Transaction Attempts” is the total number of authenticated REST API requests with respect to a Media Service made by you 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.

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

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

**Service Credit:**

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

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## Media Services – Indexer Service

**Additional Definitions:**

**“Encoding Reserved Unit”** means encoding reserved units purchased by the customer in an Azure Media Services account

**“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 an Encoding Reserved Unit becomes available for use by the Indexer Task.

**“Indexer Task”** means a Media Services Task that is configured to index an MP3 input file with a minimum five-minute duration.

**“Total Transaction Attempts”** is the total number of Indexer Tasks attempted to be executed using an available Encoding Reserved Unit by Customer during a billing month for a subscription.

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

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

**Service Credit:**

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

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## Media Services – Live Channels

**Additional Definitions:**

**“Channel”** means an end point within a Media Service that is configured to receive media data.

**“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.

**“Media Service”** means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

**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:** 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%

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## Media Services – 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.

“Media Service” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“Media Service Request” means a request issued to your Media Service.

“Streaming Unit” means a unit of reserved egress capacity purchased by you for a 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.

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

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

### Service Credit:

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

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## Microsoft 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:

Monthly Uptime % =  $(\text{Total Transaction Attempts} - \text{Failed Transactions}) / \text{Total Transaction Attempts} \times 100$

$$\text{Monthly Uptime \%} = \frac{(\text{Total Transaction Attempts} - \text{Failed Transactions})}{\text{Total Transaction Attempts}} \times 100$$

### Service Credit

The following Service Levels and Service Credits are applicable to Cognitive Services APIs:

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

**Service Level Exceptions:** No SLA is provided to free tier or offerings in preview.

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## Mobile Engagement

### 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" is the set of REST API 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 30 seconds.

"Mobile Engagement Application" is an Azure Mobile Engagement service instance.

"Total Requests" is the total number of authenticated REST API requests, other than Excluded Requests, made to Mobile Engagement Applications within a given Azure subscription during a billing month.

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

$$100\% - \text{Average Error Rate}$$

### Service Credit:

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

The Free Mobile Engagement tier is not covered by this SLA.

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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:

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

### 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 Standard and Premium Mobile Services tiers. The Free Mobile Services tier is not covered by this SLA.

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## RemoteApp

### Additional Definitions:

"Application" means a software application that is configured for streaming to a device using the RemoteApp Service.

"Maximum Available Minutes" is the sum of all User Application Minutes across all Users granted access to one or more Applications in a given Azure subscription during a billing month.

"User" means a specific user account that is able to stream an Application using the RemoteApp Service, as enumerated in the Management Portal.

"User Application Minutes" is the total number of minutes in a billing month during which you have granted a User access to an Application.

**Downtime:** The total accumulated User Minutes during which the RemoteApp Service is unavailable. A minute is considered unavailable for a given User when the User is unable to establish connectivity to an Application.

**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%

**Service Level Exceptions:** The Service Levels and Service Credits are applicable to your use of the RemoteApp Service. The RemoteApp free trial is not covered by this SLA.

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## SAP HANA on Azure

**Additional Definitions:**

"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 can be IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.

"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 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
< 99.99%	10%
< 99.9%	25%

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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:

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

**Service Credit:**

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

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## 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%.

“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:

$$100\% - \text{Average Error Rate}$$

**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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## Service-Bus Service – Event Hubs

**Additional Definitions:**

“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 you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.

“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.

**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:

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

**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 Event Hubs tiers. The Free Event Hubs tier is not covered by this SLA.

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## Service-Bus Service – 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 continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

**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%

**Service Level Exceptions:** The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers. The Free Notification Hubs tier is not covered by this SLA.

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## Service-Bus Service – 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.

“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.

**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:** 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%

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## Service-Bus Service – Relays

**Additional Definitions:**

“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 you in a given Microsoft Azure subscription during a billing month.

**Downtime:** The total accumulated Deployment Minutes, across all Relays deployed by you 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 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%

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## SQL Data Warehouse Database

**Additional Definitions:**

“Database” means any SQL Data Warehouse Database.

“Maximum Available Minutes” is 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” is the set of all documented operations supported by SQL Data Warehouse.

**Downtime:** is 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:** 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%

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## SQL Database Service (Basic, Standard and Premium Tiers)

### Additional Definitions:

"Database" means any single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database.

"Maximum Available Minutes" is 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.

**Downtime:** is 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 all continuous attempts to establish a connection to the Database within the minute fail.

**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
< 99.99%	10%
< 99%	25%

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## SQL Database Service (Web and Business Tiers)

### Additional Definitions:

"Database" means any Web or Business Microsoft Azure SQL Database.

"Deployment Minutes" is the total number of minutes that a given Web or Business Database has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Web and Business Databases for a given Microsoft Azure subscription during a billing month.

**Downtime:** The total accumulated Deployment Minutes across all Web and Business Databases deployed by you 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 you to establish a connection to the Database within the minute fail.

**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%

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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:

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

**Service Credit:**

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

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## Storage Service

**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.

**"Cool Access Tier"** is an attribute of a Blob Storage Account indicating that the data in the account is infrequently accessed and has a lower availability service level than data in other access tiers.

**"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.

Request 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)
CopyFile	Ninety (90) seconds (where the source and destination files are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations	Two (2) seconds
All other Blob, File, and Message Operations	

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.

“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:

$$100\% - \text{Average Error Rate}$$

**Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) 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%

**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%

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## 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

$$\text{Monthly Uptime \%} = \frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}}$$

**Service Credit:**

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

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## 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.

**“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:

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

**Service Credit:**

Monthly Uptime 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:

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

**Service Credit:**

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

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## Virtual Machines

### 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.

"Availability Set" refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

"Data Disk" is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

"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.

"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set 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.

"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.

"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 an Availability Set

**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:

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. Downtime excludes Announced Single Instance Maintenance.

**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:

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

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## VPN Gateway

### Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a 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 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 is calculated using the following formula:

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

### Basic Gateway for VPN or ExpressRoute Service Credit:

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

### Standard Gateway for VPN or ExpressRoute / High Performance Gateway for VPN or ExpressRoute Service Credit:

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

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## Visual Studio Online – Build Service

### Additional Definitions:

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

“Maximum Available Minutes” is the total number of minutes for which the paid Build Service has been enabled for a given Microsoft Azure subscription during a billing month.

**Downtime:** The total accumulated minutes for a given Microsoft Azure subscription 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 you throughout the minute either result in an Error Code or do not return a response.

**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%

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## Visual Studio Online – Load Testing Service

### Additional Definitions:

“Load Testing Service” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications

“Maximum Available Minutes” is the total number of minutes for which the paid Load Testing Service has been enabled for a given Microsoft Azure subscription during a billing month

**Downtime:** The total accumulated minutes for a given Microsoft Azure subscription during which the Load Testing Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Load Testing Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

**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%

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## Visual Studio Online – User Plans Service

**Additional Definitions:**

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

“Deployment Minutes” is the total number of minutes for which a User Plan has been purchased during a billing month.

“Load Testing Service” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all User Plans for a given Microsoft Azure subscription during a billing month.

“User Plan” refers to the set of features and capabilities selected for a user within a Visual Studio Online account in a Customer subscription. User Plan options and the features and capabilities per User Plan are described on the <http://www.visualstudio.com> website.

**Downtime:** The total accumulated Deployment Minutes, across all User Plans for a given Microsoft Azure subscription, during which the User Plan is unavailable. A minute is considered unavailable for a given User Plan if all continuous HTTP requests to perform operations, other than operations pertaining to the Build Service or the Load Testing Service, throughout the minute either result in an Error Code or do not return a response.

**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%

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## Microsoft Azure Plans

### Azure Active Directory Basic

**Downtime:** Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

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

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

where Downtime is measured in user-minutes; that is, for each 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 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 either all attempts to process user sign-up, sign-in, profile editing, password reset and multi-factor authentication requests, or all attempts by developers to create, read, write and delete entries in a directory, fails 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:

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

**Service Credit:**

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

**Service Level Exceptions:** No SLA is provided for the Free tier of Azure Active Directory B2C.

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## Azure Active Directory Premium

**Downtime:** Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

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

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

where Downtime is measured in user-minutes; that is, for each 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 Information Protection Premium

**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:

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

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

**Service Credit:**

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

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## Multi-Factor Authentication Service

**Additional Definitions:**

“Deployment Minutes” is the total number of minutes that a given Multi-Factor Authentication provider has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription during a billing month.

**Downtime:** The total accumulated Deployment Minutes, across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription, during which the Multi-Factor Authentication Service is unable to receive or process authentication requests for the Multi-Factor Authentication provider.

**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%

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## Azure Site Recovery Service – On-Premises-to-Azure

**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. You may designate a particular Azure datacenter as a secondary site, provided that if Failover to the designated datacenter is not possible, Microsoft may replicate to a different datacenter in the same region.

“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.

“Recovery Time Objective (RTO)” means the period of time beginning when you initiate 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 your scripts.

**Monthly Recovery Time Objective:** The Monthly Recovery Time Objective for a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is four hours for an unencrypted Protected Instance and six hours for an encrypted Protected Instance. One hour will be added to the monthly Recovery Time Objective for each additional 25GB over the initial 100GB Protected Instance size.

**Service Credit (Assuming Protected Instance of 100GB, or less):**

Protected Instance	Monthly Recovery Time Objective	Service Credit
Unencrypted	> 4 hours	100%
Encrypted	> 6 hours	100%

**Additional Terms:** Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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## Azure Site Recovery Service – On-Premises-to-On-Premises

**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.

“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.

“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 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:** 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:** 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%

**Additional Terms:** Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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## StorSimple Service

**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.

“Deployment Minutes” is the total number of minutes during which a Managed Item has been configured for Backup or Cloud Tiering to a StorSimple storage account in 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.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

“Restoring” is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

**Downtime:** The total accumulated Deployment Minutes across all Managed Items configured for Backup or Cloud Tiering by you in a given Microsoft Azure subscription 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:

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

**Service Credit:**

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

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## Other Online Services

### 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:

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

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

**Service Credit:**

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

**Service Level Exceptions:** This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

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

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

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

**Service Credit:**

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

**Service Level Exceptions:** This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

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

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

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

**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 Flow

**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:

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

where Downtime is measured in user-minutes; that is, for each 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 Flow.

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## Microsoft Intune

**Downtime:** Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

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

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

where Downtime is measured in user-minutes; that is, for each 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 PowerApps

**Downtime:** Any period of time when users are unable to read or write any portion of data in Microsoft PowerApps to which they have appropriate permissions.

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

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

where Downtime is measured in user-minutes; that is, for each 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 PowerApps.

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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<sup>1</sup>.

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

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

where Downtime is measured in user-minutes; that is, for each 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.

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

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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:

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

where Downtime is measured in user-minutes; that is, for each 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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## Power BI Embedded

**Deployment Minutes:** Is the total number of minutes for which a given workspace collection has been provisioned during a billing month.

**Maximum Available Minutes:** Is the sum of all Deployment Minutes across all workspace collections provisioned by a customer in a given Microsoft Azure subscription during a billing month.

**Downtime:** Is the total accumulated Deployment Minutes, during which the workspace collection is unavailable. A minute is considered unavailable for a given workspace collection if all continuous attempts within the minute to read or write any portion of Power BI Embedded data 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

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

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%

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## Power BI Pro

Downtime: Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.

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

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

where Downtime is measured in user-minutes; that is, for each 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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## Translator API

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:

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

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

#### Service Credit:

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

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## Windows Desktop Operating System

#### Additional Definitions:

"Maximum Available Minutes" is the total accumulated minutes during a billing month for Windows Defender Advanced Threat Protection portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.

"Tenant" represents Windows Defender Advanced Threat Protection 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 Windows Defender Advanced Threat Protection 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:

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

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 SLA does not apply to any trial/preview version Tenants.

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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%

## 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%

## **Appendix B**

### **Calculation of Costs**



L+SA	91M-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	0		217	\$ 107.26	243	\$ 90.80	273	\$ 74.33
L+SA	R1B-00096	WinSvrCAL ALNG LicSAPk MVL UsrCAL	0		163	\$ 31.33	183	\$ 26.53	205	\$ 21.75
L+SA	91A-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	0		132	\$ 749.05	147	\$ 631.78	165	\$ 518.50
L+SA	DB6-01175	VisioStd ALNG LicSAPk MVL	0		65	\$ 257.53	73	\$ 214.24	82	\$ 170.96
L+SA	DB7-01057	VisioPro ALNG LicSAPk MVL	0		58	\$ 497.69	65	\$ 414.02	73	\$ 330.35
L+SA	7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	0		53	\$ 3,489.62	60	\$ 2,952.75	67	\$ 2,415.89
L+SA	7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	0		31	\$ 13,381.19	35	\$ 11,322.53	39	\$ 9,263.87
L+SA	269-05623	OfficeProPlus ALNG LicSAPk MVL	0		28	\$ 446.07	32	\$ 371.08	35	\$ 296.08
L+SA	359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	0		25	\$ 203.23	28	\$ 171.96	31	\$ 140.70
L+SA	U3J-00025	CoreCALBridgeO365 ALNG LicSAPk MVL DvcCAL	0		24	\$ 59.64	27	\$ 49.40	30	\$ 39.16
L+SA	NK7-00065	IdentityMgrCAL ALNG LicSAPk MVL UsrCAL	0		24	\$ 17.36	27	\$ 14.69	30	\$ 12.02
L+SA	076-01776	ProjCAL ALNG LicSAPk MVL	0		20	\$ 581.87	23	\$ 484.07	26	\$ 386.27
L+SA	H30-00237	ProjCTPro ALNG LicSAPk MVL w1ProjSvrCAL	0		19	\$ 969.75	21	\$ 806.75	24	\$ 643.73
L+SA	H21-00595	ProjSvrCAL ALNG LicSAPk MVL UsrCAL	0		19	\$ 213.35	22	\$ 180.53	24	\$ 147.70
L+SA	77D-00110	VSProvMSDN ALNG LicSAPk MVL	0		14	\$ 822.09	15	\$ 540.93	17	\$ 259.75
L+SA	359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL	0		11	\$ 203.23	12	\$ 171.96	14	\$ 140.70
L+SA	MX3-00115	VSEntwMSDN ALNG LicSAPk MVL	0		5	\$ 5,839.97	6	\$ 4,858.14	6	\$ 3,876.32
L+SA	H04-00232	SharePointSvr ALNG LicSAPk MVL	0		3	\$ 6,616.66	3	\$ 5,598.68	3	\$ 4,580.69
L+SA	22B-04437	SQLSvrStd ALNG LicSAPk MVL	0		2	\$ 873.17	2	\$ 738.87	2	\$ 604.57
L+SA	R39-00374	WinSvrExtConn ALNG LicSAPk MVL	0		1	\$ 1,965.15	2	\$ 1,662.83	2	\$ 1,360.52
	TBD	Additional Products Not Listed - (Note: 1. Assume Microsoft Level D List Price is \$100/unit; 2. Assume order quantity is no more than 5000 per year)	5000	\$ 74.37	600	\$ 74.37	600	\$ 74.37	600	\$ 74.37
All										

Total Cost Summary	
Description	TOTAL
Year 1: Upfront Commit	\$ 8,029,012.07
Year 2 Upfront Commit	\$ 8,029,012.07
Year 3: Upfront Commit	\$ 8,029,012.07
Year 1 True-up Estimate	\$ 2,076,506.57
Year 2 True-up Estimate	\$ 2,094,782.88
Year 3 True-up Estimate	\$ 2,070,215.24
<b>TOTAL ESTIMATED COST over 3 Years:</b>	<b>\$ 30,328,540.90</b>

Appendix B – Calculation of Costs

For 'Online Services' Licenses, Unit Costs based on 1-year (12 month) term.	Part #	Description	Quantity: Upfront Commitment	Net Unit Price Upfront Commitment (USD, Per Year)	Quantity: Year 1 True-up (Estimates Only)	Net Unit Price: Year 1 True-Up (USD, Per Year)	Quantity: Year 2 True-up (Estimates Only)	Net Unit Price: Year 2 True-Up (USD, Per Year)	Quantity: Year 3 True-up (Estimates Only)	Net Unit Price: Year 3 True-Up (USD, Per Year)
Online Services	J5U-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt	130	\$ 1,202.89	16	\$ 1,202.89	18	\$ 1,202.89	20	\$ 1,202.89
Online Services	6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	30	\$ 1,202.89	4	\$ 1,202.89	5	\$ 1,202.89	5	\$ 1,202.89
Online Services	CWZ-00021	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC1GOV	2	\$ 55,633.52	0		0		0	
Online Services	CWZ-00022	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC2GOV	1	\$ 92,722.49	0		0		0	
Online Services	AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm	9107	\$ 16.24	1093	\$ 16.24	1224	\$ 16.24	1371	\$ 16.24
Online Services	AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	9654	\$ 17.08	1159	\$ 17.08	1298	\$ 17.08	1454	\$ 17.08
Online Services	DGL-00001	Dyn365E For Case Management GOV	25	\$ 493.91	3	\$ 493.91	4	\$ 493.91	4	\$ 493.91
Online Services	DGY-00005	Dyn365EForTeamMembersGOV ShrdSvr ALNG SubsVL MVL PerUsr 1000+Usrs	1000	\$ 49.44	120	\$ 49.44	135	\$ 49.44	151	\$ 49.44
Online Services	DFK-00002	Dyn365EP1GOV ShrdSvr ALNG SubsVL MVL PerUsr 1-99Usrs	25	\$ 1,419.89	3	\$ 1,419.89	4	\$ 1,419.89	4	\$ 1,419.89
Online Services	DFN-00002	Dyn365EP2 ShrdSvr ALNG SubsVL MVL PerUsr	10	\$ 1,994.63	2	\$ 1,994.63	2	\$ 1,994.63	2	\$ 1,994.63
Online Services	4ES-00001	ExchgOnlnArchGov ShrdSvr ALNG SubsVL MVL PerUsr	17436	\$ 21.53	2093	\$ 21.53	2344	\$ 21.53	2625	\$ 21.53
Online Services	3QD-00002	IntuneAddOnforGov ShrdSvr ALNG SubsVL MVL PerUsr	25	\$ 35.49	3	\$ 35.49	4	\$ 35.49	4	\$ 35.49
Online Services	3GU-00001	O365ATPGOV ShrdSvr ALNG SubsVL MVL PerUsr	160	\$ 16.12	20	\$ 16.12	22	\$ 16.12	25	\$ 16.12
Online Services	AAA-11894	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	20	\$ 183.44	3	\$ 183.44	3	\$ 183.44	4	\$ 183.44
Online Services	U4S-00002	O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	16661	\$ 64.84	2000	\$ 64.84	2240	\$ 64.84	2508	\$ 64.84
Online Services	AAA-11924	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	18826	\$ 151.32	2260	\$ 151.32	2531	\$ 151.32	2834	\$ 151.32
Online Services	T2N-00005	O365GOV5 ShrdSvr ALNG SU MVL O365GovE3 PerUsr	40	\$ 137.61	5	\$ 137.61	6	\$ 137.61	7	\$ 137.61
Online Services	3KS-00001	O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr	775	\$ 27.43	93	\$ 27.43	105	\$ 27.43	117	\$ 27.43
Online Services	DDJ-00001	PowerBIProGOV ShrdSvr ALNG SubsVL MVL PerUsr	131	\$ 79.75	16	\$ 79.75	18	\$ 79.75	20	\$ 79.75
Online Services	3PN-00001	ProjOnlnEssntlsGOV ShrdSvr ALNG SubsVL MVL PerUsr	100	\$ 56.17	12	\$ 56.17	14	\$ 56.17	16	\$ 56.17
Online Services	7VX-00001	ProjOnlnPremGOV ShrdSvr ALNG SubsVL MVL PerUsr	132	\$ 432.20	16	\$ 432.20	18	\$ 432.20	20	\$ 432.20
Online Services	7MS-00001	ProjOnlnProfGOV ShrdSvr ALNG SubsVL MVL PerUsr	327	\$ 235.77	40	\$ 235.77	44	\$ 235.77	50	\$ 235.77
Online Services	LK3-00001	SfBPNSTNConfGOV ShrdSvr ALNG SubsVL MVL PerUsr	10	\$ 38.97	2	\$ 38.97	2	\$ 38.97	2	\$ 38.97
Online Services	AAA-11982	SPE E3 GOV ShrdSvr ALNG SubsVL MVL PerUsr	185	\$ 304.93	23	\$ 304.93	25	\$ 304.93	28	\$ 304.93
Online Services	4ZF-00019	VDA ALNG SubsVL MVL PerDvc	350	\$ 72.17	42	\$ 72.17	48	\$ 72.17	53	\$ 72.17
Online Services	P3U-00001	VisioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr	392	\$ 102.13	48	\$ 102.13	53	\$ 102.13	60	\$ 102.13
SA Only	9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	2446	\$ 151.64	0		0		0	
SA Only	9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	2448	\$ 31.26	0		0		0	
SA Only	U3J-00027	CoreCALBridgeO365 ALNG SA MVL DvcCAL	200	\$ 11.09	0		0		0	
SA Only	U3J-00003	CoreCALBridgeO365 ALNG SA MVL Pltfrm DvcCAL	7147	\$ 10.65	0		0		0	
SA Only	395-02504	ExchgSvrEnt ALNG SA MVL	1	\$ 604.24	0		0		0	
SA Only	312-02257	ExchgSvrStd ALNG SA MVL	1	\$ 105.53	0		0		0	
SA Only	NK7-00066	IdentityMgrCAL ALNG SA MVL UsrCAL	200	\$ 2.66	0		0		0	
SA Only	269-05704	OfficeProPlus ALNG SA MVL	235	\$ 83.47	0		0		0	
SA Only	076-01912	Prjct ALNG SA MVL	170	\$ 97.44	0		0		0	
SA Only	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	198	\$ 162.40	0		0		0	
SA Only	H22-00475	PrjctSvr ALNG SA MVL	2	\$ 845.11	0		0		0	
SA Only	H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL	160	\$ 32.70	0		0		0	
SA Only	SHU-00216	SfBSvr ALNG SA MVL	1	\$ 543.83	0		0		0	
SA Only	H04-00268	SharePointSvr ALNG SA MVL	22	\$ 1,014.17	0		0		0	
SA Only	359-00792	SQLCAL ALNG SA MVL DvcCAL	208	\$ 31.15	0		0		0	
SA Only	359-00961	SQLCAL ALNG SA MVL UsrCAL	97	\$ 31.15	0		0		0	
SA Only	810-04760	SQLSvrEnt ALNG SA MVL	4	\$ 1,281.64	0		0		0	
SA Only	7IQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	256	\$ 2,050.94	0		0		0	
SA Only	228-04433	SQLSvrStd ALNG SA MVL	20	\$ 133.80	0		0		0	
SA Only	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	456	\$ 534.86	0		0		0	
SA Only	D87-01159	VisioPro ALNG SA MVL	524	\$ 83.36	0		0		0	
SA Only	D86-01253	VisioStd ALNG SA MVL	545	\$ 43.12	0		0		0	
SA Only	MXJ-00117	VSEntwMSDN ALNG SA MVL	42	\$ 978.13	0		0		0	
SA Only	77D-00111	VSProwMSDN ALNG SA MVL	113	\$ 280.12	0		0		0	
SA Only	KV3-00353	WIN13perDVC ALNG SA MVL Pltfrm	14753	\$ 35.03	0		0		0	
SA Only	GVC-01254	WinRmtDsktpSrvsCAL ALNG SA MVL UsrCAL	1955	\$ 19.62	0		0		0	
SA Only	R18-00052	WinSvrCAL ALNG SA MVL UsrCAL	1359	\$ 5.32	0		0		0	
SA Only	AAA-12415	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	1000	\$ 16.24	0		0		0	
SA Only	R39-00396	WinSvrExtConn ALNG SA MVL	12	\$ 301.18	0		0		0	
SA Only	9FM-00270	WinSvrSTDcore ALNG SA MVL 2Lic CoreLic	1811	\$ 16.41	0		0		0	
L + SA	KV3-00356	WIN13perDVC ALNG UpgrdSAPk MVL Pltfrm	700	\$ 44.75	1854	\$ 44.75	2077	\$ 44.75	2326	\$ 44.75
L + SA	U3J-00001	CoreCALBridgeO365 ALNG LicSAPk MVL Pltfrm DvcCAL	0	\$ 858	\$ 51.01	\$ 961	\$ 42.22	\$ 1076	\$ 33.44	
L + SA	9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	72	\$ 353.83	294	\$ 989.38	329	\$ 837.17	368	\$ 684.96
L + SA	9GA-00006	CISSteStdcore ALNG LicSAPk MVL 2Lic CoreLic	0	\$ 294	\$ 203.95	\$ 329	\$ 172.57	\$ 368	\$ 141.20	
L + SA	6VC-01252	WinRmtDsktpSrvsCAL ALNG LicSAPk MVL UsrCAL	0	\$ 235	\$ 128.13	\$ 261	\$ 108.41	\$ 294	\$ 88.71	

**Appendix C**  
**Ordering Documents**

NOT APPLICABLE – ORDERING DOCUMENTS WILL ONLY BE DEVELOPED WHEN  
CCSF ORDERS MICROSOFT PRODUCTS UNDER THIS AGREEMENT.



**Appendix D**  
**Reseller Statement of Work**

NOT APPLICABLE – NO PROFESSIONAL SERVICE WILL BE ORDERED UNDER THIS AGREEMENT.

