

File No. 200465

Committee Item No. 4

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 20, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
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Completed by: Linda Wong

Date May 15, 2020

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Agreement - Retroactive - Zones, LLC. - Microsoft 0365 Subscription and Enterprise  
2 Products - Not to Exceed \$40,000,000]

3 **Resolution retroactively authorizing the Department of Technology and the Office of**  
4 **Contract Administration to enter an agreement between the City and County of San**  
5 **Francisco and Zones, LLC., for Microsoft Cloud Software and Enterprise Products, for**  
6 **a 39-month term from June 1, 2020, through August 31, 2023, in an amount not to**  
7 **exceed \$40,000,000.**

8  
9 WHEREAS, The City seeks to procure certain products and cloud software  
10 subscriptions related to the City's information technology needs; and

11 WHEREAS, The City has transitioned to the Microsoft Office 365 [0365] and is  
12 currently purchasing cloud computing solutions by subscribing software as a service  
13 [SAAS] and enterprise software products through reseller agreements, because  
14 Microsoft will only sell these cloud computing solutions and products in the quantities  
15 and pricing required by the City through an authorized large account reseller known as  
16 a Licensed Solution Provider; and

17 WHEREAS, The Department of Technology has assessed City departments' projected  
18 needs for 0365 and related products through 2023. This is based on gathering product and  
19 licensing requirements from 26 City departments; and

20 WHEREAS, The 0365 services consist of the following: secure email, administrative  
21 tools, server space/capacity, and licenses required to operate the email system; the Microsoft  
22 Office Suite (including Word, PowerPoint and Excel), Teams, accessibility tools and trial or  
23 development-scale access to new products and features otherwise not attainable on the open  
24 market at prices affordable to the City; and

25

1           WHEREAS, The enterprise products consist of Windows server licenses required  
2 to operate various software applications, SharePoint Online, Access Pro, Visio Pro,  
3 Project; and

4           WHEREAS, The not-to-exceed amount is \$40,000,000 with a minimum commitment of  
5 \$32,000,000, the minimum commitment is based on current consumption, the not to exceed  
6 amount allows for approximately \$4,000,000 in growth and \$4,000,000 in either optional  
7 enhanced security features to the City's over 30,000 e-mail accounts or a citywide Unified  
8 maintenance and support for all Microsoft products; and

9           WHEREAS, The City negotiated terms with Microsoft directly to ensure the City's  
10 security and liability needs were addressed by including the following terms:

- 11           • All of the City's data is processed and stored in the continental United States;
- 12           • The venue for any disputes arising out of the agreement is San Francisco;
- 13           • City approval is required for any assignment of the agreement;
- 14           • Microsoft's standard limitation of liability is increased to provide additional  
15 protection for the City; and

16           WHEREAS, Microsoft usually requires the customer will be "responsible for any claims  
17 against Microsoft and its Affiliates" for violation of intellectual property rights, but here has  
18 limited the indemnification to instances where there is a legal action arising out of the City's  
19 infringement of third party's patents, copyrights, or trademarks or the use of an online service  
20 in violation of law; and

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

23           WHEREAS, On February 20, 2020, the City requested quotes from authorized resellers  
24 and after receiving quotes has selected the lowest qualified bidder, Zones LLC; and

25           WHEREAS, Charter, Section 9.118, "Contract and Lease Limitations," subsection (b),

1 requires Board of Supervisors approval of any contract estimated to exceed \$10,000,000 in  
2 expenditures; now, therefore, be it

3 RESOLVED, That the Board of Supervisors retroactively authorizes the Department of  
4 Technology and the Office of Contract Administration to execute the Agreement with the  
5 lowest bidding qualified reseller, Zones, LLC., for a thirty-nine month term from June 1, 2020,  
6 through August 31, 2023, for an amount not to exceed \$40,000,000, substantially in the form  
7 of the agreement on file with the Clerk of the Board of Supervisors, in File No. 200465, with  
8 such changes or modifications, as may be acceptable to the Director of the Department of  
9 Technology and the City Attorney and which do not materially increase the obligations and  
10 liabilities of the City or reduce the products and services to the City; and, be it

11 FURTHER RESOLVED, That upon execution of the Agreement, the Director of the  
12 Department of Technology shall transmit to the Clerk of the Board of Supervisors a copy of  
13 the Agreement, for inclusion in File No. 200465; and, be it

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

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<p><b>Item 4</b> <b>Files 20-0465</b></p>	<p><b>Department:</b> Technology</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would authorize a three year and three month agreement with Zones, LLC, an authorized reseller of Microsoft products, for a total not to exceed amount of \$40 million. The term of the agreement runs from June 1, 2020 to August 31, 2023. The City’s current enterprise agreement for Microsoft products is with PCMG, Inc., and expires on May 31, 2020.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• Microsoft authorizes companies to resell its products. In March 2020, the Office of Contract Administration determined Zones, LLC, provided the City the lowest bid for an enterprise agreement for licenses to Microsoft products. Zones is qualified vendor under a competitive solicitation process completed by Riverside County in 2019 that yielded a list of qualified Microsoft resellers with standard terms, pricing, and fees. Because the product pricing schedules were standardized in the Riverside County solicitation process, the cost difference among the qualified resellers is their mark-up on Microsoft products.</li> <li>• The licensed products under the proposed agreement include Office 365 applications (email, Word, Excel, Teams, etc.), Windows 10, cloud services, and server products.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• Except for the Municipal Transportation Agency, all City departments would rely on this agreement for its Microsoft licenses. Departments are planning to spend \$32 million on Microsoft products through August 2023. The agreement’s budget allows for 15 percent contingency to account for potential growth in the City’s need for Microsoft licenses. If the entire contingency amount is used, \$36.8 million would be spent. The total contract not-to-exceed amount of \$40 million provides for options for City departments to purchase enhanced cyber security features, subject to Board of Supervisors appropriation approval in the departments’ annual budgets.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• According to the Department of Technology’s Strategic Sourcing Manager, if City departments have insufficient budgets to meet the contract’s anticipated minimum expenditure of \$32 million, the City may terminate the agreement without penalty. Alternatively, upon each annual anniversary of the contract, the City can evaluate its Microsoft needs, and negotiate with Zones/Microsoft to decrease without penalty the number of licenses going forward. The agreement already affords the City flexibility to decrease the number of licenses for Office products; the only current restriction is a decrease to the number of email licenses.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

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

Administrative Code Section 21.16 allows the Purchaser to utilize the competitive procurement process of any other public agency.

## BACKGROUND

### Procurement Process

In August 2019, Riverside County initiated a competitive solicitation requesting quotes from entities authorized by Microsoft to resell licenses to Microsoft products.<sup>1</sup> The solicitation requested quotes for an “enterprise agreement” or an agreement that may be used by all Riverside County departments and any other California government entities. The purpose of the solicitation was to make available a qualified list of Microsoft resellers in California with standard terms, pricing, and fees and then allow governments to choose their own Microsoft reseller through their own procurement process. The Riverside County solicitation yielded a list of ten Microsoft resellers: (1) Insight Direct USA, (2) CDWG, (3) Crayon Software Experts LLC, (4) Dell Marketing, LP, (5) GovConnection, Inc., (6) PCMG, Inc., (7) SHI International Corp., (8) Softchoice Corporation, (9) Software ONE, and (10) Zones, LLC. All of the Riverside qualified resellers provide products at Microsoft’s pricing level “D”, which is an eight to twelve percent discount below standard prices, depending on the product.

In March 2020, San Francisco completed a Request for Bids from Microsoft resellers qualified under the Riverside County solicitation to provide the City with quotes for an enterprise agreement for Microsoft licenses.<sup>2</sup> Bids were evaluated based on cost. The Office of Contract Administration determined Zones, LLC provided the lowest cost bid and issued a notice of intent to award to that company on March 26, 2020. Because the product pricing schedules were standardized in the Riverside County solicitation process, the cost difference among the qualified resellers is their mark-up on Microsoft products.

The City’s current enterprise agreement for Microsoft products is with PCMG, Inc., and expires on May 31, 2020.

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<sup>1</sup> Riverside County Request for Quotes: #RIVCO-2020-RFQ-0000048

<sup>2</sup> San Francisco City and County Request for Bids 0000003624

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize a three year and three month (total 39 months) agreement with Zones, LLC, an authorized reseller of Microsoft products, for a total not to exceed amount of \$40 million. The term of the agreement runs from June 1, 2020 to August 31, 2023. The proposed resolution seeks retroactive approval for services starting on June 1, 2020.

**Products Provided**

The proposed agreement will allow 26 City Departments to license the Microsoft products shown in Table 1 below.

**Table 1: Products Made Available by Proposed Agreement**

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

Source: Appendix B to Proposed Agreement

In addition to the products noted in Table 1, the Zones, LLC is responsible for reporting on and providing a dashboard of the City’s license use, providing the City with up-to-date documentation of licensing and software agreements, and providing Cyber and Privacy Insurance coverage as well as Technology Errors and Omissions Liability coverage.

**Performance and Use Monitoring**

The Department of Technology (DT) will administer the proposed agreement and approve all purchases from the agreement, consistent with Administrative Code Section 22A.4, which requires the Chief Information Officer to “ensure coordinated and non-duplicative acquisition of information and communication technologies for maximum cost effectiveness and use.” DT states that it will monitor and verify each City Department’s use of Microsoft licenses purchased under the proposed agreement and will work with Departments to transfer or cancel unused or inactive software licenses. Departments monitor and manage their own server licenses. Under the proposed agreement, the Chief Information Officer directed her Finance division to reconcile annual invoices against her assessment of the City’s actual use of services.

**FISCAL IMPACT**

Table 2 below summarizes proposed contract spending for the 26 City Departments under the proposed agreement. According Mr. Hao Xie, DT Strategic Sourcing Manager, the same 26 City Departments will spend approximately \$10.1 million on Microsoft services in FY 2019-20.

**Table 2: Spending by Department**

Department	Year 1	Year 2	Year 3	Total
	FY 2020-21	FY 2021-22	FY 2022-23 + 3 months	
Technology	5,675,470	5,675,470	7,094,403	18,445,343
Public Health	1,047,535	1,047,535	1,309,414	3,404,483
Human Services	333,384	333,384	414,115	1,080,884
Public Works	220,207	220,207	275,258	715,672
Police	197,146	197,146	246,429	640,720
City Attorney	167,007	167,007	202,119	536,132
Sheriff	74,835	74,835	93,541	243,210
Adult Probation	45,537	45,537	56,920	147,993
Planning	44,945	44,945	56,179	146,069
Fire	43,163	43,163	53,961	140,287
Recreation & Parks	31,050	31,050	38,813	100,913
Retirement System	24,458	24,458	29,088	78,003
Human Resources	23,585	23,585	29,481	76,651
District Attorney	18,735	18,735	23,418	60,888
Controller	17,044	17,044	21,305	55,393
Children, Youth & Families	13,960	13,960	17,450	45,370
Juvenile Probation	12,507	12,507	15,634	40,648
Environment	9,259	9,259	11,574	30,091
Treasurer-Tax Collector	5,721	5,721	7,151	18,593
Arts Commission	1,026	1,026	1,283	3,335
War Memorial	678	678	847	2,202
<b>Subtotal, General Fund Depts.</b>	<b>8,007,248</b>	<b>8,007,248</b>	<b>9,998,383</b>	<b>26,012,879</b>
Public Utilities Commission	1,141,745	1,141,745	1,427,175	3,710,664
Airport	614,418	614,418	757,710	1,986,545
Building Inspection	48,334	48,334	60,417	157,086
Port	34,841	34,841	43,550	113,232
Community Investment & Infra.	6,165	6,165	7,705	20,034
<b>Subtotal, Enterprise Depts.</b>	<b>1,845,502</b>	<b>1,845,502</b>	<b>2,296,557</b>	<b>5,987,561</b>
<b>Subtotal, Planned Estimated Spending</b>	<b>9,852,750</b>	<b>9,852,750</b>	<b>12,294,940</b>	<b>32,000,440</b>
True Up Contingency (15%)	1,477,913	1,477,913	1,844,241	4,800,066
<b>Total</b>	<b>11,330,663</b>	<b>11,330,663</b>	<b>14,139,181</b>	<b>36,800,506</b>

Source: Appendix B of Proposed Agreement

As shown above, City departments are planning to spend \$32 million on Microsoft products through August 2023. DT has the highest spending because it manages all the O365 licenses for all departments except for the Municipal Transportation Agency, the Public Utilities Commission



and the City Attorney. The O365 licenses include Email, Word, Excel, PowerPoint, Teams, Sharepoint, PowerBI and other common office applications used by all City employees. Departments must incorporate these costs into their budgets each year. Actual spending will be determined by City departments' budgets as approved by the Board of Supervisors.

Under the proposed agreement, the City will spend at least the planned amount of \$32 million to maintain the existing licenses that are currently used by all City departments except for the Municipal Transportation Agency. Each year has a 15 percent "true-up" contingency, to account for growth in Departments' need for licenses of Microsoft products. True-ups occur in the last quarter of every fiscal year.

The Municipal Transportation Agency, is not included in the proposed agreement and maintains a separate contract with an authorized Microsoft reseller.

### **Options**

In addition to the planned spending of \$36.8 million noted in Table 2 above, the Request for Quote requested pricing for optional products with enhanced cyber security features for the City's consideration. The total contract not-to-exceed amount of \$40 million provides for options for City departments to purchase enhanced cyber security features, subject to Board of Supervisors appropriation approval in the departments' annual budgets.

## **POLICY CONSIDERATION**

The Budget Outlook Update (May Joint Report), prepared by the Budget and Legislative Analyst's Office, Mayor's Budget Office, and Controller, project a FY 2019-20 shortfall in the General Fund budget \$246.2 million due to the impacts of the COVID-19 public health emergency. The annual shortfall is expected to increase to \$753.9 million in FY 2020-21, \$735.4 million in FY 2021-22, over \$1 billion annually in the following two fiscal years.

According to Mr. Xie, if City departments have insufficient budgets to meet the contract's anticipated minimum expenditure of \$32 million, the City may terminate the agreement without penalty. Alternatively, upon each annual anniversary of the contract, the City can evaluate its Microsoft needs, and negotiate with Zones/Microsoft to decrease without penalty the number of licenses going forward. The agreement already affords the City flexibility to decrease the number of licenses for Office products; the only current restriction is a decrease to the number of email licenses. However, Microsoft has provided assurances this too can be addressed if there is a dramatic decline in the City's requirement for these products. The City will benefit from its current discount level "D" so long as it has 6,000 or more users. Participating in the Riverside solicitation grants another 2 percent discount on basic Microsoft products.

## **RECOMMENDATION**

Approve the proposed resolution.

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

**RESELLER AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

**Agreement No.**

This Agreement is made on May 15, 2020 in the City and County of San Francisco (“City”), State of California, by and between **ZONES, LLC**, (“Contractor”) and the City and County of San Francisco.

**Recitals**

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21 through a Request for Quote (“RFQ”) issued on February 20, 2020 in which City selected Contractor as the highest qualified scorer pursuant to the RFQ; and

WHEREAS, Reseller represents and warrants that it is qualified to sell such equipment, software licenses, software as a service, maintenance/support and related services and as set forth under this Agreement; and

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

**1.13** “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information, or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. These laws include, but are not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

**1.14** "Contractor" means Zones, LLC. Wherever “Contractor,” “Supplier” or “Reseller” appears in the Agreement, it shall be construed to mean Zones, LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.34** “Licensed software/Licensed materials” of “Software” means one or more of the proprietary computer programs identified in Appendix A, the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor or Manufacturer, as applicable, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product. All Software, revisions and versions provided by Contractor or Manufacturer, as applicable, shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

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

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

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

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

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

**1.40** "Manufacturer" means Microsoft Corporation.

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

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

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

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

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

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

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

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

**1.49** "Reseller" means Zones, LLC. Wherever "Contractor," "Supplier" or "Reseller" appears in the Agreement, it shall be construed to mean Zones, LLC.

**1.50** "Response Time" means the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time

representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

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

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

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

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

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

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

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

**1.58** "SaaS Services" means the Services performed by Contractor or Manufacturer, as applicable, to host the SaaS Application to provide the functionality listed in the Documentation.

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

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

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

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

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

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

**1.65** "Supplier" means Zones, LLC. Wherever "Contractor," "Supplier" or "Reseller" appears in the Agreement, it shall be construed to mean Zones, LLC.

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

**1.67** [Intentionally Omitted].

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

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

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

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

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

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

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



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

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

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

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

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

## **Article 2 Term of the Agreement**

**2.1 Term of the Agreement.** The thirty-nine-month term of this Agreement shall commence on June 1, 2020 and expire on August 31, 2023, unless earlier terminated as otherwise provided herein. Contractor shall not begin performance of its obligations under this Agreement until it receives written notice from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

### **2.2 Reserved. (Options to Renew.)**

## **Article 3 Financial Matters**

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

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

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

**3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Products, Services and/or Licensed Software completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Products, Services and/or Licensed Software identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Forty Million Dollars and No Cents [\$40,000,000.00]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Contractor shall provide a minimum discount on all products and services purchased through this Agreement, a list of the discount applied to each Microsoft category is in Appendix B, "Minimum Discounts Below Manufacturer's Price." In no event shall City be liable for interest or late charges for any late payments.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Director of the Department of Technology approves Services and/or Licensed Software, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials, Services and Licensed Software that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services and/or Licensed Software in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein. Except as expressly permitted in Section 3.1, if the City is in default on its payment obligations, Contractor shall be able to stop or suspend work without being deemed in breach of the Agreement.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

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

**3.3.6 Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Reserved. (Payment of Prevailing Wages.)**

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

## **Article 4 Services and Resources**

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

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

**4.2.1 Equipment.** Subject to City's payment of fees to Reseller as set forth in Appendix B, "Calculation of Charges," Reseller shall, for the term of this Agreement, procure and pass through to the City for its use, the equipment specified in Appendix A. Reseller's procurement of said equipment shall be further subject and pursuant to the terms and conditions attached herein as Appendix C.

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

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

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

#### **4.4 Subcontracting.**

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

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

**[List subcontractor(s), if any]**

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

4.5.1 **Independent Contractor.** For the purposes of this Section 4.5, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.5.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

**4.6 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

**4.8 Reserved. (Liquidated Damages.)**

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

(b) 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

(c) 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, and

(d) Technology Errors and Omissions Liability coverage, with limits of \$10,000,000 each occurrence and each loss, and \$10,000,000 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:

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

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

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$20,000,000 per occurrence and \$20,000,000 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.

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

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

(b) 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.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 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.

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

5.1.8 The Workers' Compensation policy(ies) 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.

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

5.1.10 Reserved.

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



agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

**5.2.2 Infringement Indemnification.** If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of products and/or services that are the subject of this agreement infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise, provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates the City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the products and/or services that are the subject of this agreement constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event a final injunction is obtained against City's use of the products and/or services that are the subject of this agreement by reason of Infringement, or in Contractor's opinion City's use of the products and/or services that are the subject of this agreement is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the products and/or services that are the subject of this agreement as contemplated hereunder, (b) replace the products and/or services that are the subject of this agreement with a non-infringing, functionally equivalent substitute products and/or services that are the subject of this agreement, or (c) suitably modify the products and/or services that are the subject of this agreement to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the products and/or services that are the subject of this agreement. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing products and/or services that are the subject of this agreement. Any unauthorized modification or attempted modification of the products and/or services that are the subject of this agreement by City or any failure by City to implement any improvements or updates to the products and/or

services that are the subject of this agreement, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the SaaS Application and Services with products or data of the type for which the products and/or services that are the subject of this agreement was neither designed nor intended to be used.

## **Article 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

**6.3 Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7 Payment of Taxes**

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

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to

report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

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

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

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

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

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

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

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

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

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

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

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

## **8.2 Termination for Default; Remedies.**

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

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

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

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within thirty (30) days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

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

(iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

**8.3 Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

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

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

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

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

**Article 9 Rights In Deliverables**

**9.1 Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of

and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**9.2 Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

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

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

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

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

12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

### **10.5 Nondiscrimination Requirements.**

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

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

### **10.6 Reserved. [Local Business Enterprise and Non-Discrimination in Contracting Ordinance.]**

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

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

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



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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of

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

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

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

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

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

**10.19 Reserved. (Preservative Treated Wood Products.)**

## **Article 11 General Provisions**

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

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

To Contractor:  
Zones, LLC  
Attn: Chief Financial Officer  
1102 15th Street SW #102  
Auburn, WA 98001  
[Ronald.Mcfadden@zones.com](mailto:Ronald.Mcfadden@zones.com)

w/ a copy to:  
Zones, LLC  
Attn: VP, Business & Legal Affairs  
1102 15th Street SW #102  
Auburn, WA 98001  
[Jon.Bailey@zones.com](mailto:Jon.Bailey@zones.com)

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

**11.2 Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including

but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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

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

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

**11.6 Dispute Resolution Procedure.**

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

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

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

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

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

litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## **Article 12 Department Specific Terms**

### **12.1 Reserved.**

## **Article 13 Data and Security**

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

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

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

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

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

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

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

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

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

City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

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

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

**13.4.1 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**13.4.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within five business days return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

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

**13.4.5 Facial Recognition Technology Ban. San Francisco**

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

**13.4.6 Microsoft Products and Services excluded from this**

**agreement.** Contractor will not procure the following Microsoft online services for the City under this agreement because those services are excluded from the Microsoft Online Service Data Protection Amendment: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, GitHub Enterprise, LinkedIn Sales Navigator, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center.

**Article 14 MacBride And Signature**

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

➔ [SIGNATURES ON FOLLOWING PAGE]

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

**CITY**

**CONTRACTOR**

Recommended by:

**Zones, LLC**

\_\_\_\_\_  
Linda Gerull  
City Chief Information Officer  
Department of Technology

  
\_\_\_\_\_  
Jon Bailey  
VP, Business & Legal Affairs

City Supplier Number: 0000038064

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

Approved:

Sailaja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_

**Appendices**

- A: Microsoft Documents
  - 1. Riverside Enterprise Agreement
  - 2. Enterprise Enrollment
  - 3. Enterprise Enrollment Custom Terms
  - 4. Online Service Terms
  - 5. Online Service Terms Data Protection Addendum
  - 6. Business Associate Addendum
  - 7. Product Terms
  - 8. Microsoft Enterprise Support Services Description
  - 9. Supplemental Contact Information Form
- B: Calculation of Charges
- C: City Terms and Conditions
- D: Reserved



## **Appendix A Scope of Services**

### Microsoft Documents:

- A1. Riverside Enterprise Agreement
- A2. Enterprise Enrollment
- A3. Enterprise Enrollment Custom Terms
- A4. Online Service Terms
- A5. Online Service Terms Data Protection Addendum
- A6. Business Associate Addendum
- A7. Product Terms
- A8. Microsoft Enterprise Support Services Description
- A9. Supplemental Contact Information Form

**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A1: Riverside Enterprise Agreement**

# Microsoft Document Headersheet

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

**MSE#:**

(MSLI  
Tracking  
Number)

**5-0000004275258**

**Doc Type:**

**[REDACTED] Agreement**

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

Subsidiary:

Country:

**United States**

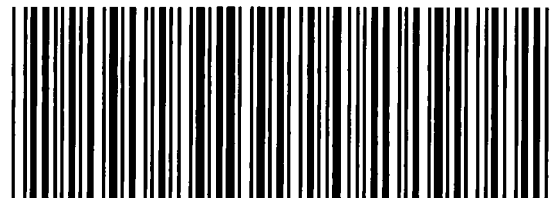
Account Manager Name / Alias:

LAR/LAD/ESA:

**Insight Direct USA, Inc.**

Program/Version

**EA 6 2016**



(Scanning Code)

**ACCOUNT: County of Riverside**

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

**Comments:**

## Enterprise Agreement

## State and Local

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

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

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

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

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

### **Terms and Conditions**

#### **1. Definitions.**

"Affiliate" means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. *How the Enterprise program works.***

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

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

### 3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
- (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

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

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

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

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

#### 5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
  - (i) an Affiliate, or
  - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

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

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

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including 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 of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

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

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

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

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

**h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

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

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## **8. Confidentiality.**

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

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

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

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

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

## **9. Privacy and compliance with laws.**

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

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

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

## 10. **Warranties.**

### a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

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

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## 11. **Defense of third party claims.**

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

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

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

## 12. *Limitation of liability.*

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

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

## 13. *Verifying compliance.*

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

## 14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

## Supplemental Contact Information Form

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

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

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

### **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### **1. Additional notices contact.**

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

Name of entity\* County of Riverside  
Contact name\*: First Regina Last Funderburk  
Contact email address\* RFunderburk@rivco.org  
Street address\* 3450 14th Street, 4th Floor  
City\* Riverside State/Province\* California Postal code\* 92501-3861  
Country\* USA  
Phone\* 951-955-2265 Fax

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

#### **2. Software Assurance manager.**

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

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

Country\* USA

Phone\* 951-955-2265 Fax

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

### 3. **Subscriptions manager.**

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

Name of entity\* County of Riverside

Contact name\*: First Regina Last Funderburk

Contact email address\* RFunderburk@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-2265 Fax

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

### 4. **Online services manager.**

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

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

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

### 5. **Customer Support Manager (CSM).**

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

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

### 6. **Primary contact information.**

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

Name of entity\* County of Riverside



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

**7. Notices contact and online administrator information.**

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

Same as primary contact

Name of entity\*

Contact name\*: First Last

Contact email address\*

Street address\*

City\* State/Province\* Postal code\*

Country\*

Phone\* Fax

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

**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A2: Enterprise Enrollment**

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)


Framework ID  
(if applicable)

--

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 and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

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

## **2. Order requirements.**

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

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

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

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

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

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

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

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

**c. If Enrolled Affiliate elects not to renew.**

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

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

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

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

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

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

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

## **6. Government Community Cloud.**

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

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



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

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

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

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

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

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

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

### **2. Contact information.**

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

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

**Name of entity (must be legal entity name)\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online 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\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

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

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

*\* indicates required fields*

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

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

**Contact name\*: First Last**  
**Contact email address\***  
**Phone\***

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

*\* indicates required fields*

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

**Reseller company name\***  
**Street address (PO boxes will not be accepted)\***  
**City\***  
**State\***  
**Postal code\***  
**Country\***  
**Contact name\***  
**Phone\***  
**Contact email address\***

*\* indicates required fields*

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

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* 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**  
**Scope of Services**

**Microsoft Documents:**

**A3: Enterprise Enrollment Custom Terms**

## Amendment to Contract Documents

Enrollment Number

CCSF2020

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

## Enterprise Enrollment Custom Terms CTM

### The Enrollment is hereby amended as follows:

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

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

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

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

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

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

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

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

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

Combined Enrollments

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

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

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

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

**f. Continuity after Termination or Expiration of Enrollment.**

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

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

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

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

***Miscellaneous.***

- a. **Publicity.** Neither Party shall issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of the other party, except as required by law or a court order.
- b. **Public Records Laws.** Enrolled Affiliate is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") and San Francisco Administrative Code Section 67 (the "Sunshine Law"). If Microsoft's proprietary information is contained in documents or information submitted to Enrolled Affiliate and Microsoft claims that such information falls within one or more CPRA or Sunshine Law exemptions, Microsoft must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Enrolled Affiliate will make best efforts to provide notice to Microsoft prior to such disclosure. If Microsoft contends that any documents are exempt from the CPRA or Sunshine Law and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the County of San Francisco before Enrolled Affiliate's deadline for responding to the CPRA or Sunshine Law request. If Microsoft fails to obtain such remedy within Enrolled



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

- c. Background Checks.** Microsoft performs the following background checks on all US personnel who have potential to access Customer Data. Such background checks will be performed in accordance with the Fair Credit Reporting Act and will consist of Social Security Number trace, seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes, Office of Foreign Assets Control List (OFAC) check, Bureau of Industry and Security List (BIS) check and Office of Defense Trade Controls Debarred Persons List (DDTC) check.

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

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

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

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

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

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- (ii) arises from use of an Online Service in violation of applicable laws and regulations; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

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

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

**12. Limitation of liability.**

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

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

- a. Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- b. Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- c. Exceptions.**
  - i. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.
  - ii. *No limitation will apply to either party's liability for direct damages caused by*
    - (i) *such party's gross negligence or willful misconduct and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness"); or*
    - (ii) *personal injury caused by Microsoft's negligence or that of its employees or agents.*

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

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

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

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

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

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

**A copy of each notice should be sent to:**

Microsoft Corporation  
Legal and Corporate Affairs  
Volume Licensing Group  
One Microsoft Way  
Redmond, WA 98052  
USA

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

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

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

- g. Applicable law; dispute resolution.** *The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.*

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

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

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

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

**The HIPAA BAA is hereby amended as follows:**

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

**(v) Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with the Section titled "Disclosure of Processed Data" in the Online Services Terms.





# Enterprise Enrollment Multi-Tenant Enrollment Amendment M130

## 1. **Definitions.**

- a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.
- b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies:

<http://technet.microsoft.com/en-us/library/jj819284.aspx>

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

## 2. **Tenant Enrollment terms.**

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

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

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

- b. Notwithstanding that the Tenant Affiliates listed in the table in Appendix A will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.
- c. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.
- d. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

- e. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.
- f. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.
- g. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.
- h. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).
- i. Due to technical considerations for multi-tenant deployment, described below, Licenses may not be reassigned between the Tenant Affiliates.
- j. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Appendix A, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.
- k. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

### **3. *Technical considerations for multi-Tenant deployment.***

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

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

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

- a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.
- b. No consolidated Global Address List for all Tenants.
- c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.
- d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).
- e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).
- f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

#### 4. Contact Information for Tenant Enrollment

- a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format “Tenant-Lead Enrollment number-Tenant Affiliate Entity Name”. This entity name must be provided in Appendix A for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.
- b. For each Tenant Enrollment, an Online Services Manager must be provided in Appendix A.
- c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

### Appendix A

Prior Enrollment # (if renewal) New Enrollment # (MS Complete)	Profile ID	Tenant Affiliate Entity Name	Contact Name First, Last, Phone#(optional)	OSM Email	Is this contact a third party?*
					<input type="checkbox"/> YES <input type="checkbox"/> NO
					<input type="checkbox"/> YES <input type="checkbox"/> NO
					<input type="checkbox"/> YES <input type="checkbox"/> NO
					<input type="checkbox"/> YES <input type="checkbox"/> NO
					<input type="checkbox"/> YES <input type="checkbox"/> NO

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



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

## 1. *Definitions.*

- a. “Azure Billing Tenant” means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.
- b. “Lead Enrollment” means the Enrollment identified above.
- c. “Billing Tenant Enrollment” means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.
- d. “Tenant Administrator” means any licensed user of an Azure Billing Tenant that has its role set to “Global Administrator” in the profile settings in the Tenant User Administration page of the tenant portal.
- e. “Tenant Affiliate” means an Affiliate in Enrolled Affiliate’s Enterprise that is identified in Appendix A, attached hereto.

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

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

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

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

### d. **Purchasing**

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

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

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

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

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

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

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

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



# Appendix A

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

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

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

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

**Microsoft Internal Use Only:**

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

**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A4: Online Service Terms**

Volume  
Licensing

# Online Services Terms February 2020

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# Introduction

The parties agree that these Online Services Terms govern Customer's use of the Online Services and that the DPA (defined below) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these Online Services Terms govern the provision of Professional Services, including but not limited to the terms in Attachment 1 and terms in the DPA for the processing and security of Professional Services Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in Customer's volume licensing agreement (including the Product Terms or the Online Services Terms), the DPA shall prevail.

## Service Level Agreements

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>.

## Applicable Online Services Terms and Updates

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

## Electronic Notices

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

## Prior Versions

The Online Services Terms provides terms for Online Services that are currently available. For earlier versions of the Online Services Terms, 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
Dynamics 365 Commerce	Dynamics 365 Retail
Dynamics 365 Human Resources	Dynamics 365 Talent
Microsoft Power Automate	Microsoft Flow

## Online Service Specific Terms

[Microsoft 365 Dynamics Services](#): Various updates to support the rebranding of Dynamics 365 Retail to Dynamics 365 Commerce, the launch of Dynamics 365 Human Resources, and the retirement of Dynamics 365 Talent.

[Office 365 Applications](#): Updated the Installation and Use Rights clause to clarify that rights to install and use the software with a Qualified Multitenant Hosting Partner (QMTH) do not apply if the QMTH is using a Listed Provider as a Data Center Provider (as described in the Product Terms).

[Project](#): Updated the Installation and Use Rights for Project application clause to clarify that rights to install and use the software with a Qualified Multitenant Hosting Partner (QMTH) do not apply if the QMTH is using a Listed Provider as a Data Center Provider (as described in the Product Terms).

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# Definitions

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

"Core Online Services" means those Online Services listed as Core Online Services in Attachment 1.

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

"Data Protection Addendum" (DPA) means the Microsoft Online Services Data Protection Addendum published on the Licensing Site.

"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 a single physical hardware system, dedicated to Customer's use, to which a license is assigned. Any dedicated device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Product Terms](#) located at <http://go.microsoft.com/?linkid=9839207>. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

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

"Network Server" means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Product Terms](#). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>

"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.

"OST" means these Online Services Terms.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Previews" means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

"Professional Services" means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

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

"SL" means subscription license.

"Subprocessor" means other processors used by Microsoft to process data.

"Support Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement. Support Data is a subset of Professional Services Data.

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# General Terms

## Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the [Online Service-specific Terms, 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.

### 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.

### 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.

## Using the Online Services

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

### Acceptable Use Policy

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

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

Violation of the Acceptable Use Policy in this section may result in suspension of the Online Service. 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.

## Use of Software with the Online Service

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

### Microsoft Software License Terms

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

### Validation, Automatic Updates, and Collection for Software

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

the DPA) about the use and performance of the Apps, which may be transmitted to Microsoft, to the extent any Personal Data is contained therein, and used for the purposes described in the DPA.

### Third-party Software Components

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

### Technical Limitations

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

### Import/Export Services

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

### Font Components

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

### Changes to and Availability of the Online Services

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

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

### Other

#### Non-Microsoft Products

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

### Previews

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

Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service.

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

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

#### Azure Active Directory, Free Edition

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

Customer's instance of Azure AD Free will also enable authenticated users to interact with Microsoft or a third party in contexts outside of the Online Services ("Other AD-dependent Services"), specifically where Microsoft or that third party requires an Azure Active Directory user account. With respect to the operation of Azure AD Free for Other AD-dependent Services, Microsoft remains a data processor, and this use of Azure AD Free constitutes Customer's authoritative instruction to Microsoft that such use is permitted. With respect to the operation of the Other AD-dependent Service, refer to its applicable agreement and privacy policy to determine the role of the provider of the Other AD-dependent Service.

#### Competitive Benchmarking

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

#### Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer:

- i. Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
- ii. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

#### German Online Services

Use of the German Online Services is further subject to the offer-specific terms available at <https://aka.ms/MCAGermanSupplement>.

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# Online Service Specific Terms

In addition to the General Terms for Online Services above, the following Online Service-specific terms apply to the listed Online Services. In the event of any conflict or inconsistency between the General Terms and the Online Service-specific terms, the Online Service-specific terms shall prevail as to the applicable Online Services. If an Online Service is not listed below, it does not have any Online Service-specific terms.

## Microsoft Azure Services

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### Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, 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>.

“Bing Search Services” means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

“Bing Search Services Data” means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

“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 Text API and/or Translator Speech API offered by Microsoft as a cloud based machine 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 products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

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## Azure DevTest Labs

### Secrets in DevTest Labs

Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

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## Azure Lab Services

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

### Notification; Liability; Bar on Actions Against Microsoft

Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

### Indemnification

Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

### End User Terms

In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

**Statement of Relationship:** Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

**Compliance; Acceptable Use:** Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited to GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

**Disclaimer of Warranties:** Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

**Limitation of Liability and Exclusion of Damages:** Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

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### Updates

Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

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## Azure Machine Learning service

### NVIDIA Components

Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at <https://go.microsoft.com/fwlink/?linkid=874330>.

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## Azure Maps

### Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

### Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

### API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shortest.

Customer may not display any Results on any third-party content or geographical map database.

### Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA ([https://www.tomtom.com/en\\_GB/thirdpartyproductterms/](https://www.tomtom.com/en_GB/thirdpartyproductterms/)). Azure Maps uses Bing Imagery which subject to the Bing Maps Notice in [Attachment 1](#).

### User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third party content that Customer is authorized to access via Azure Maps is made available.

### No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

### Copyright

Customer may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

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## Azure Stack Hub

### Azure Stack Hub Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Azure Stack Hub. If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

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To the extent Microsoft is a processor or subprocessor of personal data in connection with Azure Stack Hub, Microsoft makes to all customers, the commitments in (a) the “Processing of Personal Data; GDPR” provision of the DPA and (b) the European Union General Data Protection Regulation Terms in Attachment 3 of the DPA.

#### **Use of Azure Stack Hub**

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

#### **Use of the Default Provider Subscription**

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

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## Bing Search Services

### **Bing Search Services Use and Display Requirements**

Customer must comply with use and display requirements for the Bing Search Services which are available at <https://aka.ms/r1j7jq>. Customer must use results it obtains through the Bing Search Services 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 Bing Search Services are not Products, Fixes, or Services Deliverables.

### **Bing Search Services Privacy**

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

### **Use of Bing Search Services Data**

Customer is solely responsible for the content of all Bing Search Services Data.

Microsoft may process Bing Search 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, Bing Search 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 Bing Search 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.

This Use of Bing Search Services Data section of the Online Services Terms 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 Bing Search Services Data. Microsoft acquires no rights in Bing Search Services Data, other than the rights Customer grants to Microsoft in this Use of Bing Search Services Data section. This paragraph does not affect Microsoft’s rights in software or services Microsoft licenses to Customer.

### **Application of Data Protection Terms to Bing Search Services**

Only the following sections of the DPA apply to the Bing Search Services: Data Transfers, Use of Subcontractors, and How to Contact Microsoft. These sections do not apply to Previews of the listed services.

### **GDPR Terms do not apply to Bing Search Services:**

The GDPR Terms (as defined in the DPA) do not apply to the Bing Search Services.

### **Precedence:**

This Bing Search Services section controls to the extent there is any conflict with other parts of the OST or DPA.

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## Cognitive Services

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

Customer will not, and will not allow third parties to use Cognitive Services or data from Cognitive Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

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### Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

### Cognitive Services in Containers

Cognitive Services features that are available in containers are designed to connect to a billing endpoint. The containers and the billing endpoint are licensed to Customer under this agreement as Online Services. The containers are needed to use the billing endpoint and are also subject to the terms for use of software with an Online Service in this agreement. The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft of any possible misuse. The containers are not subject to the DPA because the operating environment of the containers is not under Microsoft's control. Customer must configure the containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of those containers. Provided Customer enables such metering and subject to any applicable transaction limits, Customer may install and use any number of containers (1) on Customer's hardware devices that are dedicated to Customer's exclusive use, and (2) in Customer's Microsoft Azure Service accounts.

### Inactive Cognitive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Cognitive Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

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## Microsoft Genomics

### Microsoft Genomics Privacy

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

### Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here <https://software.broadinstitute.org/gatk/eula/index?p=Azure>).

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

### No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

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## Visual Studio App Center

### Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at <https://aka.ms/actestprivacypolicy> applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

### Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

### Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

### Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

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## Microsoft Azure Plans

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### 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 Advanced Threat Protection for Users, Azure Information Protection, and Microsoft Intune.

## Azure Active Directory Basic

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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

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

### External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Azure Active Directory service level.

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## Azure Information Protection Premium

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### 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

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### Notices

The Bing Maps and Professional Services Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#). In addition, Azure Media Services H.265/HEVC Encoding, 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 only to Dynamics 365 Commerce.

### External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, or Dynamics 365 Human Resources.

### Administration Portal

Customers with Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, or Dynamics 365 Human Resources SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

### Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses, (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and Dynamics 365 Finance or Supply Chain Management licenses if,

- Each Online Service is deployed under a separate instance, and
- Licensed users only access instances for which they are entitled.

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### Mixed deployments of Dynamics 365 Business Central services

Customers may not mix Dynamics 365 Business Central Premium and Dynamics 365 Business Central Essentials licenses on the same tenant.

### Dynamics 365 Marketing

#### Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

### Dynamics Supply Chain Management, Finance, and Commerce Source Code

Customer may modify for its internal use the application source code for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, and Dynamics 365 for Commerce.

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

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 Marketing, Dynamics 365 Human Resources, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

#### Dynamics 365 for Operations on-premises Server

Customer's with active subscriptions for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, or Dynamics 365 Commerce may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

#### Dynamics 365 on-premises Server

Customers with active subscriptions for Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, or Dynamics 365 Field Service may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

#### Dynamics 365 Business Central on-premises

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

### Microsoft Relationship Sales solution

Microsoft Relationship Sales solution includes Dynamics 365 Sales Enterprise and LinkedIn Sales Navigator Team or Enterprise. LinkedIn Sales Navigator Team/Enterprise is for the sole use of the Microsoft Relationship Sales solution Licensed User for the duration of the subscription.

#### LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads and not to recruit. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at <https://www.linkedin.com/legal/preview/user-agreement>. Despite anything to the contrary in Customer's volume licensing agreement (including these Online Services Terms or the DPA), the LinkedIn Privacy Policy available at <https://www.linkedin.com/legal/privacy-policy> will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the Data Processing Agreement located at <https://legal.linkedin.com/dpa>.

### Dynamics 365 Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (<https://go.microsoft.com/fwlink/?LinkId=866544&clid=0x409>). The number of allowed transactions is limited to the number of order lines licensed.

### Dynamics 365 Customer Insights

#### Microsoft Provided Data and Insights

Dynamics 365 Customer Insights may include Microsoft provided data and insights (including, but not limited to, market segment and brand affinity data and insights), which Customer may use for internal business purposes only.

### Dynamics 365 Fraud Protection

Dynamics 365 Fraud Protection (DFP) processes Customer Data of DFP Customers as described in the Microsoft Dynamics 365 Trust Center to provide the service, which includes providing insights to Customer about the likelihood of fraud for the Customer's payment transactions and other fraud-related events ("Fraud Insights"). Customer acknowledges and agrees that (i) the Customer Data provided to the Online Service will be deidentified and combined with deidentified Customer Data of other D365 Fraud Protection Customers; (ii) Customer will be unable to access, extract, or delete the deidentified Customer Data that is used to generate Fraud Insights; and (iii) when Customer's subscription to Dynamics 365 Fraud Protection ends, Microsoft will continue to process the deidentified Customer Data for the sole purpose of providing Fraud Insights to other Dynamics 365 Fraud Protection Customers. Fraud Insights generated by Microsoft do not reveal Customer Data or other identifiable information of any Customer using Dynamics 365 Fraud Protection.

#### Restrictions on Use

Customer may only use the Fraud Insights to prevent fraud and help identify legitimate transactions. Customer agrees it will not use Fraud Insights (i) as the sole factor in determining whether to proceed with a payment transaction; (ii) as a factor in determining any person's financial status, financial history, creditworthiness, or eligibility for insurance, housing, or employment; or (iii) to make decisions that produce legal effects or significant personal outcomes concerning a person. Microsoft, in providing Dynamics 365 Fraud Protection, is not a "credit reporting agency" and does not provide "consumer reports" or "credit referencing" (as those practices are defined in the United States' Fair Credit Reporting Act, the United Kingdom's Financial Services and Markets Act, or similar laws).

Customer agrees to comply with any additional restrictions on the use of the Fraud Insights, as Microsoft may deem necessary. Customer shall confirm its compliance with the restriction on use of the Fraud Insights to Microsoft in writing within ten (10) days of receiving a request to do so by Microsoft. If Microsoft needs additional information to assure compliance with these restrictions, Customer will cooperate with Microsoft to provide such information, including documentation, within 30 business days of request.

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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.

### Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

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### Cortana

Cortana services integrated within Office 365 Services allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Online Services Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation

### Microsoft Teams

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

**Health Sector Customers:** CUSTOMER ACKNOWLEDGES THAT THE ONLINE SERVICES (MICROSOFT TEAMS SERVICE AND APPLICATIONS) (1) ARE NOT INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE (OR MEDICAL DEVICES) FOR THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR OTHERWISE TO BE USED AS A COMPONENT OF ANY CLINICAL OFFERING OR PRODUCT, AND NO LICENSE OR RIGHT IS GRANTED TO USE THE ONLINE SERVICES FOR SUCH PURPOSES, (2) IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT, AND (3) SHOULD NOT BE USED FOR MEDICAL EMERGENCIES. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF ITS USE OF MICROSOFT TEAMS AND APPLICATIONS, INCLUDING (WITHOUT LIMITATION) ANY SUCH INJURIES TO END USERS OR CUSTOMER PATIENTS.

**DLP Limitation:** The Data Loss Prevention Service does not apply to or block Microsoft Teams messages sent or received via SMS.

**Trials:** Microsoft Teams Trial may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Trial on behalf of end user employees.

### Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts Experts on Demand feature are subject to the Professional Services Notice in [Attachment 1](#).

### Yammer

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

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## Audio Services

Skype for Business Online (Plan 2)  
Audio Conferencing  
Calling Plan  
Common Area Phone

Communication Credits  
Meeting Room  
Phone System

### Core Features for Office 365 Services

Skype for Business Online 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.

### Notices

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

### External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

### Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Meeting Room offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

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### Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Calling and Conferencing services are provided by the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Calling and Conferencing services may include applicable taxes and fees. Calling and Conferencing services terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available on the Volume Licensing site at

<http://go.microsoft.com/fwlink/?LinkId=690247>.

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

### Important Information About Emergency Services

Customer must notify each user of a Calling Plan that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Office 365 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 a Calling Plan service; and (iii) although Calling Plan 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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## Exchange Online

Exchange Online (Plan 1 and 2)

Exchange Online K1

Exchange Online Archiving for Exchange Online

Exchange Online Archiving for Exchange Server

Data Loss Prevention

Office 365 Advanced Threat Protection

Office 365 Threat Intelligence

### 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 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:

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**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.

**Smartphone and Tablet Devices**

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their org ID on up to five smartphones and five tablets.

**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>.

**Office 365 Data Loss Prevention Device License**

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

**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  
Office 365 ProPlus

Visio Online (Plan 1 and 2)

**Service Level Agreement**

There is no SLA for Visio Online.

**Installation and Use Rights**

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure or with a Qualified Multitenant Hosting Partner ("QMTH"). Rights to install and use the software with a QMTH do not apply if the QMTH is using a Listed Provider as a Data Center Provider, as those terms are defined in the [Product Terms](#). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>. A list of Qualified Multitenant Hosting Partners and additional deployment requirements are

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available at [www.office.com/sca](http://www.office.com/sca). This shared computer activation provision only applies to Customers licensed for Office 365 Business when Office 365 Business is licensed as a component of Microsoft 365 Business;

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of ProPlus [and governed by this OST]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than this OST and with respect to which Microsoft is a data controller, as identified in product documentation.
  - The Online Services will permit Customer to enable or disable these optional connected services; and
  - Customer is responsible for evaluating, enabling or disabling the availability of optional connected services to its users.

### Smartphone and Tablet Devices

Each user to whom Customer assigns an Office 365 Business or Office 365 ProPlus User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their org ID on up to five smartphones and five tablets.

### The following terms apply only to Office 365 ProPlus

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

The commercial use restriction for Office Home & Student 2013 RT is waived for each Office 365 ProPlus User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

#### Office Online Server

For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Product Terms](#). 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, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

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## Office for the web

### Core Features for Office 365 Services

Office for the web 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 for the web or its successor service.

### External Users

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

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## OneDrive for Business

### 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

Project Online Essentials  
Project Plan 1

Project Plan 3  
Project Plan 5

### Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Plan 3 or Plan 5 User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure or with a Qualified Multitenant Hosting Partner ("QMTH"). Rights to install and use the software with a QMTH do not apply if the QMTH is using a Listed Provider as a Data Center Provider, as those terms are defined in the [Product Terms](#). The Product Terms is located at

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<http://go.microsoft.com/?linkid=9839207>. A list of Qualified Multitenant Hosting Partners and additional deployment requirements is available at [www.office.com/sca](http://www.office.com/sca); and

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

### Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project online.

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## SharePoint Online

SharePoint Online (Plan 1 and 2)  
SharePoint Online K1

Duet Enterprise Online for Microsoft SharePoint and SAP

### Core Features for Office 365 Services

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

#### Collaboration Sites

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

#### Storage

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

### External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

### Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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## Microsoft Stream

### Notices

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

### Stream Live Events

Stream Live Events are subject to the following:

- Stream Live Events may not be greater than four (4) hours in length;
- Stream Live Events attendees may not exceed 10,000; and
- Stream Live Events are limited to fifteen (15) per customer at any single point in time.

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## Other Online Services

### Bing Maps Mobile Asset Management Platform

#### Service SLs

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

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**Bing Maps APIs**

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

**Bing Maps Privacy**

The Microsoft Privacy Statement (located at: <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer’s use of the Bing Maps Mobile Asset Management Platform.

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## Bing Maps Transactions and Users

Bing Maps Transactions  
Bing Maps Known User

Bing Maps Light Known User

**Authenticated Users**

Users that are authenticated by Customer’s programs that access the service through the Bing Maps APIs must have a SL.

**Bing Maps APIs**

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

**Bing Maps Privacy**

The Microsoft Privacy Statement (located at <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer’s use of Bing Maps.

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## Microsoft Power Platform

Microsoft Power Automate  
Microsoft Power Apps

Microsoft Power BI Pro  
Microsoft Power BI Premium

**Notices**

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

**Microsoft Power BI**

**Definitions**

“Customer Application” means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

“Embedded Capabilities” means the Power BI APIs and embedded views for use by an application.

**Hosting Exception for Embedded Capabilities**

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer’s volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer’s volume licensing agreement are met by that use.

**Limitations**

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

**Access without a User SL**

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

**Publish to Web**

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

**Microsoft Power Apps****Restricted Entities**

Customer may not create, modify, or delete any data from entities of the type designated as “restricted” in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>. Customer has read-only access to such restricted entities.

**Unauthenticated External Users**

External Users not authenticated by Power Apps do not need a User SL to access Power Portals.

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**GitHub Offerings**

GitHub Enterprise  
GitHub Actions  
GitHub Insights

GitHub Advanced Security  
GitHub Packages

GitHub Offerings are provided by GitHub, Inc. By using GitHub Offerings, Customer agrees to be bound by the GitHub terms available at [https://aka.ms/github\\_terms](https://aka.ms/github_terms). Notwithstanding anything to the contrary in Customer’s volume licensing agreement (including these Online Services Terms and the DPA), the GitHub Privacy Statement available at <https://help.github.com/articles/github-privacy-statement/> and the GitHub Data Protection Addendum located at [https://aka.ms/github\\_terms](https://aka.ms/github_terms) will apply to Customer’s use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.

**GitHub Actions and GitHub Packages**

Customer’s Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Actions and GitHub Packages licensed by Customer.

**GitHub Advanced Security and GitHub Insights**

Customer’s Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Advanced Security and GitHub Insights, provided that all such users are also assigned GitHub Advanced Security and GitHub Insights User SLs.

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**Microsoft Cloud App Security****External User Allowance**

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer’s resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

**Notices**

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

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**Microsoft Graph data connect for ISVs****Service SLs**

Customer must have an SL for each user data Customer’s application processes. For purposes of Microsoft Graph data connect for ISVs (Independent Software Vendors), “user data” is data sourced from the user’s Office 365 account, which is held by the Customer’s customer. Access to user data is provided to Customer by the Customer’s customer.

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## Service Level Agreement

There is no SLA for Microsoft Graph data connect for ISVs.

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## Microsoft Healthcare Bot Service

### Definitions

“Customer Healthcare Bot Application” means an application or any set of applications that adds primary and significant functionality to the Microsoft Healthcare Bot Service and that is not primarily a substitute for the Microsoft Healthcare Bot Service.

### Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Microsoft Healthcare Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Healthcare Bot Application and the Microsoft Healthcare Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the Customer Healthcare Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Healthcare Bot Application, including, as applicable, those set forth in the following [form](#).

### Use Limitation

CUSTOMER ACKNOWLEDGES THAT THE MICROSOFT HEALTHCARE BOT SERVICE (1) IS NOT INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE (OR MEDICAL DEVICES) FOR THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR OTHERWISE TO BE USED AS A COMPONENT OF ANY CLINICAL OFFERING OR PRODUCT, AND NO LICENSE OR RIGHT IS GRANTED TO USE THE MICROSOFT HEALTHCARE BOT SERVICE FOR SUCH PURPOSES, (2) IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT, AND (3) SHOULD NOT BE USED FOR EMERGENCIES AND DOES NOT SUPPORT EMERGENCY CALLS. CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HEALTHCARE BOT APPLICATION WILL CONSTITUTE CUSTOMER'S OWN PRODUCT OR SERVICE, SEPARATE AND APART FROM THE MICROSOFT HEALTHCARE BOT SERVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF THE CUSTOMER HEALTHCARE BOT APPLICATION, AND FOR PROVIDING END USERS WITH APPROPRIATE WARNINGS PERTAINING TO USE OF THE CUSTOMER HEALTHCARE BOT APPLICATION. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF ITS USE OF THE MICROSOFT HEALTHCARE BOT SERVICE IN CONNECTION WITH THE CUSTOMER HEALTHCARE BOT APPLICATION, INCLUDING (WITHOUT LIMITATION) ANY SUCH INJURIES TO END USERS.

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## Microsoft Intune

Microsoft Intune (per user)  
Microsoft Intune for Devices  
Microsoft Intune for EDU (per user, per device)

Microsoft Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user, per device)  
("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 Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user.

### Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

### Storage Add-on SL

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

### Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, 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>.

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### 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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## Microsoft Search in Bing

### Microsoft Search in Bing

"Microsoft Search in Bing" means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

### Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer's internal resources, for which the query and results returned are Customer Data for purposes of these Online Services Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Online Services Terms and the DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to public search on Bing.com.

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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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## Microsoft Defender Advanced Threat Protection

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### Data Retention

Microsoft Defender Advanced Threat Protection does not contain extractable Customer Data therefore the Customer Data extraction terms in the DPA do not apply.

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# Attachment 1 – Notices

## Online Services excluded from the DPA

The terms of the DPA do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, GitHub Enterprise, LinkedIn Sales Navigator, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable [Online Service-specific Terms](#).

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## Core Online Services

The term “Core Online Services” applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service Enterprise, Dynamics 365 Customer Service Professional, Dynamics 365 Customer Service Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Marketing, Dynamics 365 Project Service Automation, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Sales Enterprise, and Dynamics 365 Sales Professional. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Compliance Manager, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams (including Patient coordination, Shifts, and Virtual Visits), Microsoft To-Do, Office 365 Advanced Threat Protection, Office 365 Video, Office for the web, OneDrive for Business, Project (except Roadmap and Project for the web), SharePoint Online, Skype for Business Online, Sway, Whiteboard, Yammer Enterprise and, for Kaizala Pro, Customer’s organizational groups managed through the admin portal and chats between two members of Customer’s organization. Office 365 Services do not include 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	API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory, Azure Cache for Redis, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure NetApp Files, Azure Resource Manager, Azure Search, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Text Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, 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 Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.
Microsoft Defender Advanced Threat Protection Services	The following cloud service portions of Microsoft Defender Advanced Threat Protection: Attack Surface Reduction, Next Generation Protection, Endpoint Detection & Response, Auto Investigation & Remediation, Threat & Vulnerability Management, SmartScreen.

### Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the DPA, each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the DPA for the protection of Customer Data.

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes*	Yes*
Microsoft Azure Core Services	Varies**	Varies**
Microsoft Cloud App Security	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft Defender Advanced Threat Protection Services	Yes	Yes

\*Does not include Microsoft Dynamics 365 Marketing.

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

### Location of Customer Data at Rest for Core Online Services

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

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, France, Germany, India, Japan, South Africa, South Korea, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.
- **Microsoft Power Platform Core Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, France, India, Japan, the European Union, United Kingdom, or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft Cloud App Security.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Cloud App Security Trust Center.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender Advanced Threat Protection Services.** When Customer provisions a Microsoft Defender Advanced Threat Protection tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender Advanced Threat Protection Trust Center.

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## 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](https://go.microsoft.com/?linkid=9710837) and the Microsoft Privacy Statement available at [go.microsoft.com/fwlink/?LinkID=248686](https://go.microsoft.com/fwlink/?LinkID=248686).

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## Professional Services

Professional Services are provided subject to the "Professional Services Terms" below. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. Data protection and security terms for Professional Services Data are in the DPA.

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The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms do not apply unless expressly made applicable by the Professional Services Terms below.

## Professional Services Terms

### Obligations of the Parties; Warranties

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. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided "AS-IS," WITHOUT ANY WARRANTY. Microsoft provides no warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service. Customer may not use Professional Services or Services Deliverables in any way prohibited by the Acceptable Use Policy and must comply with all laws and regulations applicable to its use of Professional Services and Services Deliverables, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

### Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services, or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party's intellectual property rights.**

### 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. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then (1) prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing; and (2) Microsoft will treat Customer's source code as confidential information.

### Services Deliverables License

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables, subject to and in accordance with the terms and conditions in Customer's volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between this Notice and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

### License Restrictions

Customer must not (and is not licensed to) reverse engineer, decompile, disassemble or work around any technical limitations in any Services Deliverable except to the extent that applicable law doesn't allow this restriction. Except as expressly permitted in this agreement and any agreed statement of services or separate license, Customer must not (and is not licensed to) distribute, sublicense, rent, lease, lend, sell, offer



for sale or otherwise make available any Services Deliverables, in whole or in part, or subject Microsoft's intellectual property in Services Deliverables to any other license terms.

### Feedback

"Feedback" means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft's or Customer's products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by on the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

### Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

### 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 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.

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## Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 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.mpegla.com](http://www.mpegla.com).

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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 tables below, a cell is shaded blue 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. For Education and Government offers, see the Public Sector table below.

Online Service	Office 365 Enterprise <sup>1,3</sup>				Office 365 Business Essentials	Office 365 Business Premium	Enterprise Mobility + Security		Microsoft 365 Enterprise <sup>2</sup>					Microsoft 365 Business
	F1	E1	E3	E5			E3	E5	F1	E3	E5	E5 Compliance	E5 Security <sup>6</sup>	
Exchange Online K1														
Exchange Online Plan 1														
Exchange Online Plan 2														
SharePoint Online K1														
SharePoint Online Plan 1														
SharePoint Online Plan 2														
Skype for Business Online Plan 2														
Phone System														
Audio Conferencing														
Office for the web														
Office 365 Business														
Office 365 ProPlus														
Microsoft Kaizala Pro														
Microsoft MyAnalytics														
Office 365 Advanced Compliance														
Office 365 Cloud App Security														
Office 365 Data Loss Prevention														
Office 365 Advanced Threat Protection Plan 1														
Office 365 Advanced Threat Protection Plan 2														
Microsoft Power BI Pro														
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														
Azure Advanced Threat Protection for Users														
Microsoft Cloud App Security														
Microsoft Stream														

<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 Microsoft 365 fulfills the SL requirement for Windows SA per User as described in the Product Terms.

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

<sup>5</sup> Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

<sup>6</sup> Microsoft 365 E5 Security includes Microsoft Defender Advanced Threat Protection.

## Public Sector

Online Service	Office 365 Government <sup>1,3</sup>					Office 365 Education <sup>3</sup>			Microsoft 365 Education <sup>2</sup>				
	F1	E1	E3	E4	E5	A1	A3	A5	A1	A3 <sup>5</sup>	A5	A5 Compliance	A5 Security <sup>6</sup>
Exchange Online K1													
Exchange Online Plan 1													
Exchange Online Plan 2													
SharePoint Online K1													
SharePoint Online Plan 1													
SharePoint Online Plan 2													
Skype for Business Online Plan 2													
Phone System													
Audio Conferencing													
Office for the web													
Office 365 ProPlus													
Microsoft Kaizala Pro													
Microsoft MyAnalytics													
Office 365 Advanced Compliance													
Office 365 Cloud App Security													
Office 365 Data Loss Prevention													
Office 365 Advanced Threat Protection P2													
Microsoft Power BI Pro													
Office 365 Advanced Threat Protection P1													
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													
Azure Advanced Threat Protection for Users													
Microsoft Cloud App Security													
Microsoft Stream													
Minecraft: Education Edition													

<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 Microsoft 365 Education fulfills the SL requirement for Windows SA per User as described in the Product Terms.

<sup>3</sup> Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

<sup>4</sup> Includes Microsoft 365 A3 with Core CAL.

<sup>5</sup> Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

<sup>6</sup> Microsoft 365 A5 Security includes Microsoft Defender Advanced Threat Protection.

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**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A5: Online Service Terms Data Protection Addendum**

Volume  
Licensing

# Microsoft Online Services Data Protection Addendum January 2020

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# Introduction

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

In the event of any conflict or inconsistency between this DPA and any other terms in Customer’s volume licensing agreement (including the Product Terms or the Online Services Terms), this DPA shall prevail. The provisions of this DPA supersede any conflicting provisions of the Microsoft Privacy Statement that otherwise may apply to processing of Customer Data, Personal Data, or Professional Services Data as defined herein. For clarity, consistent with Clause 10 of the Standard Contractual Clauses in [Attachment 2](#), the Standard Contractual Clauses prevail over any other term of the DPA.

Microsoft makes the commitments in this DPA to all customers with volume license agreements. These commitments are binding on Microsoft with regard to Customer regardless of (1) the version of the OST that is otherwise applicable to any given Online Services subscription, or (2) any other agreement that references the OST.

## Applicable DPA and Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current DPA 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 DPA that apply to Customer’s use of those new features, supplements or related software.

## Electronic Notices

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

## Prior Versions

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

## Clarifications and Summary of Changes

None

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# Definitions

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

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

“Diagnostic Data” means data collected or obtained by Microsoft from software that is locally installed by Customer in connection with the Online Service. Diagnostic Data may also be referred to as telemetry. Diagnostic Data does not include Customer Data, Service Generated Data, or Professional Services Data.

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

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

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

“GDPR Terms” means the terms in [Attachment 3](#), under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the GDPR.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

“Service Generated Data” means data generated or derived by Microsoft through the operation of an Online Service. Service Generated Data does not include Customer Data, Diagnostic Data, or Professional Services Data.

“Standard Contractual Clauses” means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission decision 2010/87/EC, dated 5 February 2010. The Standard Contractual Clauses are in [Attachment 2](#).

“Subprocessor” means other processors used by Microsoft to process Customer Data and Personal Data, including any subcontractor that processes Customer Data and Personal Data.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement. Support Data is a subset of Professional Services Data.

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

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# General Terms

## Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law and Data Protection Requirements. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer 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 biometric data, confidentiality of communications, and Data Protection Requirements. Customer is responsible for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Online Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

# Data Protection Terms

This section of the DPA includes the following subsections:

- Scope
- Nature of Processing; Ownership
- Disclosure of Processed Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on Use of Subprocessors
- Educational Institutions
- CJIS Customer Agreement
- HIPAA Business Associate
- California Consumer Privacy Act (CCPA) Terms
- How to Contact Microsoft
- Appendix A – Security Measures

## Scope

The terms in this DPA apply to all Online Services except any Online Services specifically identified in Attachment 1 to the OST as excluded, which are governed by the privacy and security terms in the applicable Online Service Specific Terms.

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

[Attachment 1](#) to the DPA includes the privacy and security terms for Professional Services Data, including any Personal Data therein, in connection with the provision of Professional Services. Therefore, unless expressly made applicable in [Attachment 1](#), the terms in this DPA do not apply to the provision of Professional Services.

## Nature of Data Processing; Ownership

Microsoft will use and otherwise process Customer Data and Personal Data only (a) to provide Customer the Online Services in accordance with Customer's documented instructions, and (b) for Microsoft's legitimate business operations, each as detailed and limited below. 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 in this section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

## Processing to Provide Customer the Online Services

For purposes of this DPA, "to provide" an Online Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users, including providing personalized user experiences;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Ongoing improvement (installing the latest updates and making improvements to user productivity, reliability, efficacy, and security).

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

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### Processing for Microsoft's Legitimate Business Operations

For purposes of this DPA, "Microsoft's legitimate business operations" consist of the following, each as incident to delivery of the Online Services to Customer: (1) billing and account management; (2) compensation (e.g., calculating employee commissions and partner incentives); (3) internal reporting and modeling (e.g., forecasting, revenue, capacity planning, product strategy); (4) combatting fraud, cybercrime, or cyber-attacks that may affect Microsoft or Microsoft Products; (5) improving the core functionality of accessibility, privacy or energy-efficiency; and (6) financial reporting and compliance with legal obligations (subject to the limitations on disclosure outlined below).

When processing for Microsoft's legitimate business operations, Microsoft will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, or (b) advertising or similar commercial purposes. In addition, where Microsoft is processing this data for legitimate business operations, Microsoft will process it only for the purposes set out in this section.

### Disclosure of Processed Data

Microsoft will not disclose Processed Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law. For purposes of this section, "Processed Data" means: (a) Customer Data; (b) Personal Data; and (c) any other data processed by Microsoft in connection with the Online Service that is Customer's confidential information under the volume license agreement. All processing of Processed Data is subject to Microsoft's obligation of confidentiality under the volume license agreement.

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

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

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

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

### Processing of Personal Data; GDPR

All Personal Data processed by Microsoft in connection with the Online Services is obtained as either Customer Data, Diagnostic Data, or Service Generated Data. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Pseudonymized identifiers may be included in Diagnostic Data or Service Generated Data and are also Personal Data. Any Personal Data pseudonymized, or de-identified but not anonymized, or Personal Data derived from Personal Data is also Personal Data.

To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in [Attachment 3](#) govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data; GDPR"):

#### Processor and Controller Roles and Responsibilities

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

To the extent Microsoft uses or otherwise processes Personal Data subject to the GDPR or other Data Protection Requirements in connection with Microsoft's legitimate business operations, Microsoft will be an independent data controller for such use and will be responsible for complying with all applicable laws and controller obligations. Microsoft employs safeguards to protect Customer Data and Personal Data in processing, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR.

## Processing Details

The parties acknowledge and agree that:

- **Subject Matter.** The subject-matter of the processing is limited to Personal Data within the scope of the section of this DPA entitled “Nature of Data Processing; Ownership” above and the GDPR.
- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the DPA.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide the Online Service pursuant to Customer’s volume licensing agreement (as further described in the section of this DPA entitled “Nature of Data Processing; Ownership” above).
- **Categories of Data.** The types of Personal Data processed by the Online Service include: (i) Personal Data that Customer elects to include in Customer Data; and (ii) those expressly identified in Article 4 of the GDPR that may be contained in Diagnostic Data or Service Generated Data. The types of Personal Data that Customer elects to include in Customer Data may be any categories of Personal Data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of Personal Data set forth in [Appendix 1 to Attachment 2](#) – The Standard Contractual Clauses (Processors) of the DPA.
- **Data Subjects.** The categories of data subjects are Customer’s representatives and end users, such as employees, contractors, collaborators, and customers, and may include any other categories of data subjects as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of data subjects set forth in [Appendix 1 to Attachment 2](#) – The Standard Contractual Clauses (Processors) of the DPA.

## Data Subject Rights; Assistance with Requests

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

## Records of Processing Activities

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

## Data Security

### Security Practices and Policies

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

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. Each Core Online Service also complies with the control standards and frameworks shown in the table in Attachment 1 to the OST and implements and maintains the security measures set forth in Appendix A for the protection of Customer Data.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or the standards or frameworks in the table in Attachment 1 to the OST, unless it is no longer used in the industry and it is replaced with a successor (if any).

### Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for an Online Service meet Customer’s requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer’s virtual machine or application).

## Auditing Compliance

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

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

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

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

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

## Security Incident Notification

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

Notification(s) of Security Incidents will be delivered to 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. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

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

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

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

## Data Transfers and Location

### Data Transfers

Except as described elsewhere in the DPA, Customer Data and Personal 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 Subprocessors operate. Customer appoints Microsoft to perform any such transfer of Customer Data and Personal Data to any such country and to store and process Customer Data and Personal Data to provide the Online Services.

All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland by the Core Online Services shall be governed by the Standard Contractual Clauses in [Attachment 3](#), unless the Customer has opted out of those 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. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

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

#### **Location of Customer Data at Rest**

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as set forth in Attachment 1 to the OST.

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

#### **Data Retention and Deletion**

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

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data within an additional 90 days, unless Microsoft is permitted or required by applicable law, or authorized under this DPA, to retain such data.

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

#### **Processor Confidentiality Commitment**

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

#### **Notice and Controls on use of Subprocessors**

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

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

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 6 months in advance of providing that Subprocessor with access to Customer Data. Additionally, Microsoft will give Customer notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 14 days in advance of providing that Subprocessor with access to Personal Data other than that which is contained in Customer Data.

If Customer does not approve of a new Subprocessor, then Customer may terminate any subscription for the affected Online Service without penalty by providing, before the end of the relevant notice period, written notice of termination. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit Microsoft to re-evaluate any such new Subprocessor based on the applicable concerns. If the affected 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 any subscriptions for the terminated Online Service from subsequent invoices to Customer or its reseller.

## Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Microsoft acknowledges that for the purposes of the DPA, Microsoft is a “school official” with “legitimate educational interests” in the Customer Data, 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.

## CJIS Customer Agreement

Microsoft provides certain government cloud services (“Covered Services”) in accordance with the FBI Criminal Justice Information Services (“CJIS”) Security Policy (“CJIS Policy”). The CJIS Policy governs the use and transmission of criminal justice information. All Microsoft CJIS Covered Services shall be governed by the terms and conditions in the CJIS Customer Agreement located here: <http://aka.ms/CJISCustomerAgreement>.

## HIPAA Business Associate

If Customer is a “covered entity” or a “business associate” and includes “protected health information” in Customer Data 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; and
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

## California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any “sale” exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA, Online Services Terms, or other agreement between Microsoft and Customer.

## How to Contact Microsoft

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

### Microsoft Enterprise Service Privacy

Microsoft Corporation  
One Microsoft Way  
Redmond, Washington 98052 USA

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

### Microsoft Ireland Operations, Ltd.

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

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## Appendix A – Security Measures

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

Domain	Practices
Organization of Information Security	<p><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>
Communications and Operations Management	<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>

Domain	Practices
	<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>
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 undue delay and, in any event, within 72 hours.</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>

Domain	Practices
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>

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# Attachment 1 – Notices

## Professional Services

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Professional Services are provided subject to the “Professional Services Terms” below. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms and DPA do not apply unless expressly made applicable by the Professional Services Terms below.

### Processing of Professional Services Data; Ownership

Microsoft will use and otherwise process Professional Services Data only (a) to provide Customer the Professional Services in accordance with the Customer’s documented instructions, and (b) for Microsoft’s legitimate business operations, each as detailed and limited below. As between the parties, Customer retains all right, title and interest in and to Professional Services Data. Microsoft acquires no rights in Professional Services Data, other than the rights Customer grants to Microsoft to provide the Professional Services to Customer. This paragraph does not affect Microsoft’s rights in software or services Microsoft licenses to Customer.

#### Processing to Provide Customer the Professional Services

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

- Delivering the Professional Services, including providing technical support, professional planning, advice, guidance, data migration, deployment, and solution/software development services;
- Troubleshooting (preventing, detecting, investigating, mitigating, and repairing problems, including Security Incidents); and
- Ongoing improvement (maintaining the Professional Services, including installing the latest updates, and making improvements to the reliability, efficacy, quality, and security).

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

#### Processing for Microsoft’s Legitimate Business Operations

For purposes of this DPA, “Microsoft’s legitimate business operations” consist of: (1) billing and account management; (2) compensation (e.g., calculating employee commissions); (3) internal reporting and modeling (e.g., forecasting, revenue, capacity planning, product strategy); (4) combatting fraud, cybercrime, or cyber-attacks that may affect Microsoft or Microsoft Products; (5) improving the core functionality of accessibility, privacy or energy-efficiency; and (6) financial reporting or compliance with legal obligations (subject to the limitations on disclosure outlined below), each incident to the delivery of the Professional Services to Customer.

When processing for Microsoft’s legitimate business operations, Microsoft will not use or otherwise process Professional Services Data for: (a) user profiling, or (b) advertising or similar commercial purposes.

### Disclosure of Professional Services Data

The “Disclosure of Processed Data” provision of the Data Protection Terms section of the OST applies to Customer’s Professional Services engagement with respect to Professional Services Data.

### Processing of Personal Data; GDPR

Personal Data provided to Microsoft by, or on behalf of, Customer through an engagement with Microsoft to obtain Professional Services is also Professional Services Data.

To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in [Attachment 3](#) govern that processing and the parties also agree to the following terms in this sub-section (“Processing of Personal Data; GDPR”):

#### Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data included in Professional Services Data and Microsoft is the processor, except (a) when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor; or (b) as stated otherwise in these Professional Services Terms. When Microsoft acts as the processor or subprocessor of Personal Data, it will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including this DPA and the OST), along with any statement of services agreed between the parties, are Customer’s complete and final documented instructions to Microsoft for the processing of Personal Data contained within Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s volume licensing agreement or statements of services. In any instance where the GDPR applies and Customer is a

processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

To the extent Microsoft uses or otherwise processes Professional Services Data subject to the GDPR or other Data Protection Requirements in connection with Microsoft's legitimate business operations, Microsoft will be an independent data controller for such use and will be responsible for complying with all applicable laws and controller obligations. Microsoft employs safeguards to protect Professional Service Data in processing, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR.

### Processing Details

The parties acknowledge and agree that:

- **Subject Matter.** The subject-matter of the processing is limited to Personal Data within the scope of the section of these Professional Services Terms entitled "Processing of Professional Services Data; Ownership" above and the GDPR.
- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and these Professional Services Terms.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide Professional Services pursuant to Customer's volume licensing agreement and any statement of services (as further described in the section of these Professional Services Terms entitled "Processing of Professional Services Data; Ownership" above).
- **Categories of Data.** The types of Personal Data processed in connection with the provision of Professional Services include (i) Personal Data that Customer elects to include in Professional Services Data; and (ii) those expressly identified in Article 4 of the GDPR. The types of Personal Data that Customer elects to include in Professional Services Data may be any categories of Personal Data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of Personal Data set forth in [Appendix 1 to Attachment 2](#) – The Standard Contractual Clauses (Processors) of the DPA.
- **Data Subjects.** The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and may include any other categories of data subjects as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of data subjects set forth in [Appendix 1 to Attachment 2](#) – The Standard Contractual Clauses (Processors) of the DPA).

### Data Subject Rights; Assistance with Requests

For Professional Services Data that Customer stores in an Online Service, Microsoft will abide by the obligations set forth in the "Data Subject Rights; Assistance with Requests" provision of the Data Protection Terms section of the DPA. For other Professional Services Data, Microsoft will delete or return all copies of Professional Services Data in accordance with the "Data Deletion or Return" section below.

### Records of Processing Activities

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

## Data Security

### Security Practices and Policies

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

### Customer Responsibilities

The "Customer Responsibilities" provision of the Data Protection Terms section of the DPA applies to Customer's Professional Services engagement with respect to Professional Services Data. In addition, with respect to Customer's Professional Services engagement, Customer agrees not to provide any Professional Services Data, other than Support Data, to Microsoft which would be subject to regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) or the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (HIPAA).

### Security Incident Notification

The "Security Incident Notification" provision of the Data Protection Terms section of the DPA applies to Customer's Professional Services engagement with respect to Professional Services Data.

## Data Transfers

With respect to Professional Services Data, Microsoft makes the commitments applicable to Personal Data in the “Data Transfers” provision of the Data Protection Terms section of the DPA.

## Data Deletion or Return

Microsoft will delete or return all copies of Professional Services Data after the business purposes for which the Professional Services Data was collected or transferred have been fulfilled or earlier upon Customer’s request, unless Microsoft is permitted or required by applicable law, or authorized under this DPA, to retain such data.

## Processor Confidentiality Commitment

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

## Notice and Controls on use of Subprocessors

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

Microsoft is responsible for its Subprocessors of Professional Services Data compliance with Microsoft’s obligations in [Attachment 1](#) of the DPA. Microsoft will ensure via a written contract that the Subprocessor may access and use Professional Services Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Professional Services Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by these Professional Services Terms. Microsoft agrees to oversee the Subprocessors to ensure that these contractual obligations are met.

With respect to Professional Services Data other than Support Data, a list of Microsoft’s Subprocessors is available upon request. If such list is requested, at least 30 days before authorizing any new Subprocessor to access Personal Data, Microsoft will update the list and provide Customer with a mechanism to obtain notice of that update.

If Customer does not approve of a new Subprocessor, then Customer may terminate the affected Professional Services engagement by providing, before the end of the notice period, written notice of termination. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit Microsoft to re-evaluate any such new Subprocessor based on the applicable concerns.

With respect to Support Data, Microsoft’s use of Subprocessors in connection with the provision of technical support for Online Services is governed by the same restrictions and procedures that govern its use of Subprocessors in connection with the Online Services set forth in the “Notice and Controls on use of Subprocessors” provision in the DPA.

## Additional Terms for Support Data

### Security of Support Data

Microsoft will implement and maintain appropriate technical and organizational measures to protect Support Data. Those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018

### Educational Institutions

Microsoft’s acknowledgements and agreements and Customer’s responsibilities to obtain parental consent and convey notification set out in the “Educational Institutions” provision in the Data Protection Terms section of the DPA also apply with respect to Support Data.

## California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Professional Services Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any “sale” exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA, Online Services Terms, or other agreement between Microsoft and Customer.

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## Attachment 2 – The Standard Contractual Clauses (Processors)

Execution of the volume licensing agreement by Customer includes execution of this Attachment 2, which is countersigned by Microsoft Corporation. To opt out of the “Standard Contractual Clauses”, 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; and
- a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses.

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.

Beginning May 25, 2018 and thereafter, references to various Articles from the Directive 95/46/EC in the Standard Contractual Clauses below will be treated as references to the relevant and appropriate Articles in the GDPR.

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 DPA and OST.

**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. Microsoft acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

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

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

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.

**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 "Processing of Personal Data; GDPR" section of the DPA. 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 in accordance with the "Security Practices and Policies" section of the DPA.

**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 and DPA applicable to the agreement.

**Subcontractors:** In accordance with the DPA, 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 Security Practices and Policies section of the DPA, 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 Security Practices and Policies section of the DPA 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:**

Signature  **DocuSigned By: Rajesh Jha**

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

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# Attachment 3 – European Union General Data Protection Regulation Terms

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

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

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

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

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

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

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

- (a) the pseudonymisation and encryption of Personal Data;

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

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

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

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

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**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A6: Business Associate Addendum**

## HIPAA Business Associate Agreement

If Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data or FastTrack Data, execution of a license agreement that includes the Online Services Terms (“Agreement”) will incorporate the terms of this HIPAA Business Associate Agreement (“BAA”) into that Agreement. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

### 1. **Definitions.**

Except as otherwise defined in this BAA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Agreement.

“Breach Notification Rule” means the Breach Notification for Unsecured Protected Health Information Final Rule.

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

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

“Customer”, for this BAA only, means Customer and its Affiliates.

“FastTrack Data” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by or on behalf of Customer for Microsoft’s performance of the FastTrack Services.

“FastTrack Services” means the onboarding and migration services for Office 365 Services specified as being in scope for this BAA on the FastTrack Center BAA site at <http://aka.ms/FastTrackBAA> (or successor site) that are provided to Customer by Microsoft in connection with Customer’s subscription for Office 365 Services, excluding services that are performed using third-party software or software that is not hosted by Microsoft.

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

“Microsoft Online Services”, for this BAA only, means Office 365 Services, Microsoft Azure Core Services, Microsoft Dynamics 365 Core Services, Microsoft Intune Online Services, Microsoft Power Platform Core Services, and/or Microsoft Cloud App Security, each as defined in the “Data Protection Terms” section of the Online Services Terms incorporated into the Agreement; Microsoft Healthcare Bot; and any additional Azure online services and U.S. Government online services listed as in scope for this BAA on the Microsoft Trust Center at <https://www.microsoft.com/en-us/trustcenter/Compliance/HIPAA> (or successor site); excluding Previews.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information.



“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer (a) through the use of the Microsoft Online Services or (b) for Microsoft’s performance of the FastTrack Services.

“Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information.

## **2. *Permitted Uses and Disclosures of Protected Health Information.***

- a. Performance of the Agreement for Microsoft Online Services.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted under paragraph b of this Section.
- b. Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

## **3. *Responsibilities of the Parties with Respect to Protected Health Information.***

- a. Microsoft’s Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:
  - (i) Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Agreement and/or this BAA or as otherwise Required by Law. Microsoft shall not disclose, capture, maintain, scan, index, transmit, share or Use Protected Health Information for any activity not authorized under the Agreement and/or this BAA. Neither Microsoft Online Services nor FastTrack Services shall use Protected Health Information for any advertising, Marketing or other commercial purpose of Microsoft or any third party. Microsoft shall not violate the HIPAA prohibition on the sale of Protected Health Information. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
  - (ii) Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this BAA; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

- (iii) **Reporting.** Microsoft shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than five (5) business days after Microsoft's determination of a Breach. Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this BAA by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

- (iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule. Microsoft remains responsible for its Subcontractors' compliance with obligations in this BAA.
- (v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with the Section titled "Disclosure of Customer Data" in the Agreement.
- (vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.
- (vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment

in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

- (viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall within fifteen (15) days make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.
- (ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

**b. Customer Responsibilities.**

- (i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).
- (ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this BAA may be made electronically. Customer shall provide contact information as follows (or as Microsoft may specify from time to time): (1) the Azure Security Center for Microsoft Azure Core Services, (2) [MSO-HIPAA@microsoft.com](mailto:MSO-HIPAA@microsoft.com) for other Azure or U.S. Government online services in scope for this BAA, and (3) the Message Center in the Admin Center for other Microsoft Online Services. Contact information (a) for Microsoft Azure Core Services must include the security contact information required on the Azure Security Center, (b) for other Azure or U.S. Government online services in scope for this BAA must include name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, Customer's contract number, subscriber identification number, and Microsoft Online Direct Routing Domain (MODRD) (e.g. "contoso.onmicrosoft.com"), and (c) for other Microsoft Online Services must include information required for the Message Center Privacy reader role in the Admin Center. Customer shall ensure that such contact information remains up to date during the term of this BAA. Failure to submit and maintain as current the aforementioned contact information may delay Microsoft's ability to provide Breach notification under this BAA.
- (iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:
  - 1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel through a technical support request or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data or FastTrack Data once it is sent to or from Customer outside Microsoft Online Services or FastTrack Services over the public Internet, or if Customer fails to

follow applicable instructions regarding physical media transported by a common carrier.

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

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

This BAA is applicable to Microsoft Online Services and FastTrack Services. Microsoft may, from time to time, (a) include additional Microsoft online services on the Microsoft Trust Center and/or in the “Data Protection Terms” section of the Online Services Terms incorporated into the Agreement or additional FastTrack Services on the FastTrack Center BAA site, and (b) update the definition of Microsoft Online Services and FastTrack Services in this BAA accordingly, and such updated definitions will apply to Customer without additional action by Customer. It is Customer’s obligation to not store or process in an online service, or provide to Microsoft for performance of a professional service, protected health information (as that term is defined in 45 CFR § 160.103 of HIPAA) until this BAA is effective as to the applicable service.

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

- a. **Term.** This BAA shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer’s Agreement.
- b. **Termination for Breach.** Upon written notice, either Party immediately may terminate the Agreement and this BAA if the other Party is in material breach or default of any obligation in this BAA. Either party may provide the other a thirty (30) calendar day period to cure a material breach or default within such written notice.
- c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this BAA, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Agreement. If it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this BAA, then Microsoft shall extend the protections of this BAA, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

#### **6. *Miscellaneous.***

- a. **Interpretation.** The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this BAA conflicts with the Agreement, all other terms and conditions of the Agreement remain unchanged. Any captions or headings in this BAA are for the convenience of the Parties and shall not affect the interpretation of this BAA.
- b. **BAAs; Waiver.** This BAA may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

- c. **No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything in this BAA confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. **Severability.** In the event that any provision of this BAA is found to be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, but rather the remainder of this BAA shall be enforced to the greatest extent permitted by law.
- e. **No Agency Relationship.** It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Customer and Microsoft under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render Microsoft an agent of Customer.

**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A7: Product Terms**

Volume  
Licensing

# Product Terms

## February 1, 2020

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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.microsoftvolumelicencing.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 - Online Services Add-ons & Other Transition Licenses](#), which describe the qualifying products and conditions for Online Services Add-ons and From SA USLs
  - [Appendix D – Professional Services](#), which lists the Professional Services offered through Microsoft Volume Licensing.
  - [Appendix E – Program Agreement Supplemental Terms](#), which provides additional terms for Microsoft Volume Licensing Program Agreements.
  - [Appendix F – Product Promotions](#), which lists Product promotions that are not otherwise on the Price List.
  - [Appendix G - Storage Array and Azure Data Box Terms](#), which provides additional terms for Storage Array and Azure Data Box devices.
  - [Appendix H - Student Use Benefits and Academic Programs](#), which lists the Qualifying Products and associated [Student Use Benefits](#).
- [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.

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	UV/UVS	EA/EAS	UVS-ES	EES
Windows MultiPoint Server 2012 Standard	12/12	5	8	3	OL	S/S+					A
Windows MultiPoint Server 2012 Premium	12/12	10	15	5							A

Point values are for one year

Open License

Hovering a cursor over the column headings and cell values displays additional information

A green cell means the Product is available in the column's Program

**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**

Prior Version: Visual Studio 2012 (8/12)	Product Pool: Applications	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 (SCE): All except MSDN OS	Transition Eligible: N/A	True Up Eligible: N/A
UTD Discount: N/A		

**2.1 License Grant for SQL Server Parallel Data Warehouse Developer**  
 The Licensed Users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Premium 2015 with MSDN, Visual Studio Test Professional 2013 with MSDN and Visual Studio Test Professional 2015 with MSDN are deemed to have one license for SQL Server 2012 Parallel Data Warehouse Developer.

Annotations:  
 - Hovering a cursor over blue text displays additional information (pointing to Product Pool: Applications)  
 - A gray cell means the attribute does not apply to the Product(s) listed in 1. Program Availability (pointing to Down Editions: N/A)

**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 “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.

**3. Use Rights**

License Terms: <a href="#">Universal Servers/CAL</a>	Product-Specific License Terms: N/A	Additional Software: All
Client Access Requirement: All	External User Access Requirement: CAL	Included Technologies: N/A
Notices: N/A		

**3.1 Server Software Access**

Base Access License	Project Server 2013 CAL	Project Server 2015 CAL
	Project Online User SL	Project Online User SL

Annotations:  
 - Blue underline text is a “hyperlink” redirecting to more details (pointing to [Universal Servers/CAL](#))  
 - Server Software Access table identifies the licenses needed to access the Servers or manage devices using the Products listed in 1. Program Availability (pointing to the table)

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

**4. Software Assurance**

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: <a href="#">Product List – March 2014 and March 2015</a>	Roaming Use Rights: N/A
Self Hosting: All (except Developer)		

**4.1 SQL Server 2014 Enterprise Core – Unlimited Virtualization**  
 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.

Annotation:  
 - Identifies where information on migration paths from one version of software to another version is located (pointing to Migration Rights)

## 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
Dynamics 365 Human Resources (User SL)	Dynamics 365 Retail (User SL)
Dynamics 365 Human Resources Self Serve (User SL)	Dynamics 365 Retail Add-on (User SL)
Dynamics 365 Human Resources Sandbox	Dynamics 365 Retail From SA (User SL)
Dynamics 365 Human Resources from SA (User SL)	Dynamics 365 Talent (User SL)
Dynamics 365 eCommerce Tier	Dynamics 365 Talent Add on (User SL)
Dynamics 365 eCommerce Tier Overage	Dynamics 365 Talent From SA (User SL)
Dynamics 365 eCommerce Recommendations	Dynamics 365 Talent comprehensive hiring
Dynamics 365 eCommerce Ratings and Reviews	Flow per business process (User SL)
Dynamics 365 Commerce Cloud Scale Unit	Flow per user (User SL)
Dynamics 365 IoT Intelligence Scenario	Power Apps & Flow capacity add-on
Dynamics 365 IoT Intelligence Additional Machines	
Dynamics 365 Commerce (User SL)	
Dynamics 365 Commerce Add-on (User SL)	
Dynamics 365 Commerce From SA (User SL)	
Dynamics 365 Virtual Agent for Customer Service	
Dynamics 365 Chat Session Add-On for Virtual Agent	
Power Automate per business process (User SL)	
Power Automate per user (User SL)	
Power Apps & Power Automate capacity add-on	

### Software

**Windows Desktop Operating System:** Updated the Windows 7 ESU clause to contemplate use of Windows 7 OSEs licensed through Visual Studio Subscriptions. Updated the Windows 10 Multitenant Hosting clause to clarify that rights to install and use the software with a Qualified Multitenant Hosting Partner (QMTH) do not apply if the QMTH is using a [Listed Provider](#) as a [Data Center Provider](#).

## Appendix B – Software Assurance

[Servers – Self Hosted Applications](#): Minor update to address the use of Self Hosted Applications in conjunction with License Mobility rights to deliver Unified Solution from shared servers. No change to rights, update for clarity only.

[Table of Contents](#) / [Glossary](#) / [Index](#)

# License Terms

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

### 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 [Authorized Outsourcers](#), 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. Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to install or use licensed copies of the software on [Servers](#) and other devices that are under the management or control of a third party.

### 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](#). Additional terms apply to the reassignment of Windows desktop operating system per device licenses, 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

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

### 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 Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)).

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

### 11.4 Malware protection

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

## 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.

## 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

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

### 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.

## 19. Processing of Personal Data; GDPR

To the extent Microsoft is a processor or subprocessor of personal data in connection with a software Product, Microsoft makes to all customers, effective May 25, 2018, the commitments in (a) in the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the [Online Services Data Protection Addendum](#) and (b) in the European Union General Data Protection Regulation Terms in Attachment 3 of the [Online Services Data Protection Addendum](#).

## License Model Terms

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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

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#### 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. Any dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the [Primary User](#) of the [Licensed Device](#).
3. Any number of users may use the software running on a [Licensed Device](#), but only one user may access and use the software at a time.
4. Remote use of the software running on a [Licensed Device](#) is permitted for the [Primary User](#) from any device or for any other user from another [Licensed Device](#).
5. Remote use of the software running on a [Server](#) 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

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#### Device License

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

#### Adobe Flash Player

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

### Per Core/CAL

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#### 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 on any [Server](#) dedicated to its use\* to Manage an [OSE](#) on a [Licensed Device](#) or [OSEs](#) on devices used by a [Licensed User](#) for each Client Management License it acquires.

- OSEs running operating systems other than [Server](#) operating systems require Client Management Licenses or [Management License Equivalent Licenses](#).
- The number of Client Management Licenses required depends on [License](#) type (per [OSE](#) or user) assigned.
- Management of an [OSE](#) accessed by more than one user requires an [OSE](#) Client Management License or a User Client Management License for each user.

\*Any dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

#### Management Licenses are not required for:

- OSEs in which there are no [Running Instances](#) of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of [OSEs](#) from Physical to Virtual; or
- 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

- 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. Any dedicated device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.
- [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.
- The software is not licensed for use in a [Production Environment](#).

#### Additional License Terms for Visual Studio Subscriptions

In addition to the rights in the License Model Terms, Customer may allocate a Visual Studio Subscription for each [License](#) it acquires. For Visual Studio Subscriptions, the "Software" means software made available to Customer's subscription level via Visual Studio Subscription Subscriber Downloads. Any online service made available with Customer's Visual Studio Subscription may not be used in a [Production Environment](#).

#### Running the Software on Microsoft Azure Services

- The [Licensed User](#) may run the Software on Microsoft Azure Services during the term of its Visual Studio Subscription.
- The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
- The Developer Tools License Model Terms apply to the use of the Software and Azure Dev/Test offers, except that the [Licensed User](#) may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Services.

#### Additional Requirements

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

#### Acceptance Testing and Feedback

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

#### Windows Server 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.



# Software

## Advanced Threat Analytics

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	A,ST
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: See <a href="#">Appendix H</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.

#### 2.2 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase Advanced Threat Analytics 2016 Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

### 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Management Servers</a>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: Windows Software Components
Notices: <a href="#">Internet-based Features</a>		

#### 3.1 Management License

Client Management License	Advanced Threat Analytics 2016 (User or OSE ML) Microsoft 365 F1 (User SL)	Azure Advanced Threat Protection for Users (User SL) Management License Equivalent License (refer to <a href="#">Appendix A</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 Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

### 4. Software Assurance

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

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## Azure FXT Edge Filer

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure FXT Edge Filer Subscription License (SL)	6/19								A		
Azure FXT Edge Filer Step-up Subscription License (SL)	6/19								A		

### 2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Step-Up SL	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		

#### 2.1 Azure FXT Edge Filer Step-Up License

For each Azure FXT Edge Filer SL it acquires, Customer may acquire one Step-up SL.

### 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Specialty Servers</a>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: Windows Software Components
Notices: N/A		

#### 3.1 Storing Processed Data on Third Party Servers

Customer must acquire the Step-Up SL in addition to the base Azure FXT Edge Filer SL in order to use the software to back-up data from the Licensed Server to third party servers.

### 4. Software Assurance

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

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## BizTalk

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
BizTalk Server 2016 Branch Edition	12/16	25	38	13	OM			OM, P	A, SP	A	A
BizTalk Server 2016 Branch IDC	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100	OM			OM, P	A, SP	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25	OM			OM, P	A, SP	A	A
BizTalk Server 2016 Standard Edition IDC	12/16										

### 2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (6/14)	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: <a href="#">Universal</a> ; <a href="#">Per Core</a>	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
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Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: <a href="#">Internet-based Features</a>		

### 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)	SQLXML	UDDI
Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	

## 4. Software Assurance

<a href="#">SA Benefits</a> : Server	<a href="#">Disaster Recovery</a> : All editions	Fail-Over Rights: N/A
<a href="#">License Mobility</a> : All editions	<a href="#">Migration Rights</a> : <a href="#">Product List - December 2014</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : All editions (except Branch)	SA Equivalent Rights: N/A	

### 4.1 Biz Talk Server 2016 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](#).

### 4.2 Biz Talk Server Feature Packs

Customer is eligible to use Feature Packs released during the term of its SA coverage.

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## CAL Suites

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core CAL Suite (Device and User)		(1)	2	1				E, P	E	ED	AP,SD,S
Core CAL Suite Bridge for Office 365 (User SL)								P	E		
Core CAL Suite Bridge for Office 365 From SA (User SL)									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	E	ED	AP,SD,S

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: CAL Suite Bridge Section 2.3	Prerequisite (SA): <a href="#">Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge Section 2.3.
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		Add-ons and From SA: See <a href="#">Appendix C</a>

### 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 CAL Suite Bridge

A CAL Suite Bridge is an Enterprise Product and may only be acquired to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

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

### 2.4 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: <a href="#">Universal</a> ; <a href="#">Server/CAL</a> , <a href="#">Per Core/CAL</a> , <a href="#">Management Server</a>	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		

### 3.1 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

### 3.1.1 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.

## 4. Software Assurance

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

### 4.1 Extended Use Rights for Microsoft 365 Customers

Qualifying customers licensed for Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides have the same access to Exchange Online Archiving for Exchange Server as the Enterprise CAL Suite provided. “Qualifying Customers” are Enterprise Enrollment, Enterprise Subscription Enrollment, or Enrollment for Education Solutions customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

### 4.2 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.

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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	OM			OM, P	A, SP	A	A
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)			13	8	OM			OM, P	A,SP	A	A
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)			23	8	OM				A,SP	A	A
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)			113	38	OM				A,SP	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): <a href="#">Appendix B</a>
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
UTD Discount: 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: <a href="#">Universal</a>	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

<a href="#">SA Benefits</a> : Server	<a href="#">Disaster Recovery</a> : All editions	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights</a> : <a href="#">Product List - March 2014</a> , <a href="#">Product Terms - October and December 2016</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : All Editions	<a href="#">SA Equivalent Rights</a> : Yes	

### 4.1 Microsoft Azure Hybrid Benefit for Windows Server

Refer to [Section 8. Microsoft Azure Hybrid Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

### 4.2 Semi-Annual Channel Releases

Customers with active SA on CIS Suite Standard or Datacenter [Licenses](#), and on Windows Server Base Access Licenses and Windows Server Additive Access Licenses (as appropriate) may install, use, and Manage Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

### 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.

## 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

<b>Prior Version:</b> Forefront Identity Manager 2010 - Windows Live Edition (4/10)	<b>Product Pool:</b> Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	<b>Prerequisite (SA):</b> <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		

#### 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

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Specialty Server</a>	<b>Product-Specific License Terms:</b> All editions	<b>Additional Software:</b> Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: 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

<b>SA Benefits:</b> Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

## Microsoft Dynamics 365 On-premises

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 Operations On-premises CAL (User)	6/17	(50)							A		A
Dynamics 365 Operations Activity On-premises CAL (User)	6/17	(15)							A		A
Dynamics 365 Operations Device On-premises CAL (Device)	6/17	(10)							A		A
Dynamics 365 Operations Server	6/17	(50)							A		A

## 2. Product Conditions

Prior Version: Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)	Product Pool: Server	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: <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Sales and Customer Service CALs, except for (i) Customer's or its Affiliates' contractors or agents; (ii) access through Dynamics 365 Clients; or (iii) Licensed with Operations Server	Included Technologies: N/A
Notices: <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

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

Access to server software for Team Members' use, except that Device CALs do not include access to operations functionality.

Access License	Dynamics 365 Team Members On-premises CAL (Device and User)	Dynamics 365 Team Members (User SL)
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### 3.2 Dynamics 365 Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Dynamics 365 Sales On-premises CAL (Device and User)	Dynamics 365 Sales (User SL)
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### 3.3 Dynamics 365 Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Dynamics 365 Customer Service On-premises CAL (Device and User)	Dynamics 365 Customer Service (User SL)
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### 3.4 Dynamics 365 Operations On-premises CAL Server Software Access

Access to server software for Operations use.

Access License	Dynamics 365 Operations On-premises CAL (User)	Dynamics 365 Supply Chain Management (User SL) Dynamics 365 Finance (User SL)
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### 3.5 Dynamics 365 Operations Activity On-premises CAL Server Software Access

Access to server software for Operations Activity use.

Access License	Dynamics 365 Operations Activity On-premises CAL (User)	Dynamics 365 Operations Activity (User SL)
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### 3.6 Dynamics 365 Operations Device On-premises CAL Server Software Access

Access to server software for Operations Device use.

Access License	Dynamics 365 Operations Device On-premises CAL (Device)	Dynamics 365 Operations Device (User SL)
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### 3.7 Use rights for Dynamics 365 Operations Servers

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

### 3.8 Use rights for Dynamics 365 On-Premises

#### 3.8.1 Server Use Rights for Dynamics 365 CALs

Customers with Dynamics 365 CALs may install and use any number of copies of the corresponding Dynamics 365 Server software on a server dedicated to Customer's use. Any dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause. This right does not apply to Dynamics 365 Operations Server.

### 3.8.2 Eligibility for Qualified Offers

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

### 3.8.3 Dynamics 365 Team Members CALs

Existing Enterprise Agreement Subscription customers with Team Members licenses acquired prior to May 1, 2019 may use existing and newly acquired Dynamics 365 Team Members CALs in accordance with the Dynamics 365 service description at <http://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Team-Members-Grandfathering.pdf> through the duration of their existing agreement and any subsequent subscription term begun prior to December 31, 2020.

### 3.9 Additional Software

Microsoft Dynamics 365 for Microsoft Outlook	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365	Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
Microsoft Dynamics 365 Report Authoring Extensions	Microsoft Dynamics 365 Multilingual User Interface (MUI)	Microsoft Dynamics 365 for supported devices

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Operations Server	Fail-Over Rights: Operations Server
License Mobility: Operations Server	Migration Rights: <a href="#">Product List - November 2014 and June 2015</a> ; <a href="#">Product Terms December 2016</a> ; <a href="#">Product Terms July 2017</a>	Roaming Rights: N/A
Self Hosting: Operations Server	SA Equivalent Rights: N/A	

### 4.1 Dynamics 365 Server Rights

Customers with Dynamics 365 CALs and active SA may install and use any number of copies of the corresponding Dynamics 365 Server software on a network server or shared server. This right does not apply to Dynamics 365 Operations Server.

### 4.2 Dynamics 365 Operations Server Rights

Dynamics 365 Operations Server may only be used by Customers that have active SA or equivalent license. Customers that allow SA or equivalent license to lapse must uninstall the server software. Customers that have perpetual rights may install the latest update of Dynamics AX 2012 R3 Server or Commerce Server software that is available at the time of lapse.

### 4.3 Dynamics 365 Operations Server Fail-over Rights

Customer may run passive fail-over instances of Dynamics 365 Operations Server as follows. Passive fail-over Instances may be run in either a separate [OSE](#) on the [Licensed Server](#) or on a different [Server](#) dedicated to Customer’s use. Dedicated Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. [Fail-Over Rights](#) apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the [Licensed Server](#) and access license, if any.

### 4.4 Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA or equivalent license for the [Licensed Servers](#) and [CALs](#).

### 4.5 Unified Service Desk (USD)

For each Dynamics 365 Sales On-premises CAL or Dynamics 365 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.

### 4.6 Dynamics CustomerSource

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

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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	AO,ST
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 (5/12)	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: <a href="#">Universal</a>	Product-Specific License Terms: All editions	Additional Software: Yes
Client 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	Roaming 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 2019	9/18	1	2	1				P			
Excel 2019	9/18	1	2	1				P			
Office Standard 2019	9/18	2	3	1				P			
Office Professional Plus 2019	9/18	2(1)	3	1				E, P	E	ED	SD,ST
Office Home & Student 2013 RT Commercial Use	10/12	1	2	1							
Office Multi Language Pack 2013	10/12	1	2	1				P	A		
Outlook 2019	9/18	1	2	1				P			
PowerPoint 2019	9/18	1	2	1				P			
Project Standard 2019	9/18	2	4	2				P	A		
Project Professional 2019	9/18	4(1)	6	2				P	A	A	A, AO,ST
Publisher 2019	9/18	1	2	1				P			
Skype for Business 2019	9/18	1	2	1				P	A	A	A, AO,ST
Visio 2019 Standard	9/18	1	2	1				P	A		
Visio 2019 Professional	9/18	2(1)	3	1				P	A	A	A, AO,ST
Word 2019	9/18	1	2	1				P			
Work at Home for Office Standard 2019	9/18	2							A		
Work at Home for Office Professional Plus 2019	9/18	2							A		

### 2. Product Conditions

Prior Version: Office 2016 and Office 2016 Applications (10/15)	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: <a href="#">See Appendix H</a>	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		Add-ons and From SA: <a href="#">See Appendix C</a>

## 2.1 Work at Home

A Work at Home License may be acquired for the Qualifying Products in the table below. The **Primary User** of the Qualifying Product may install and use the Work at Home software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

Qualifying Product(s)	Qualifying Work at Home License
Office Standard 2019	Work at Home for Office Standard 2019
Office Professional Plus 2019	Work at Home for Office Professional Plus 2019

## 2.2 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.

## 2.3 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 for the web section [Appendix B](#) with those licenses. This right expires on August 1, 2019.

## 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Desktop Applications</a>	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	<a href="#">Included Technologies</a> : Office Web Apps Server 2013 (Office suites only)
Notices: <a href="#">Bing Maps</a> (Excel and Office Professional Plus); <a href="#">H.264/MPEG-4 and/or VC-1</a> (Skype for Business), <a href="#">Internet-based Features</a>		

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

The commercial use restriction for Office Home & Student 2013 RT is waived for:

- The **Primary User** of a **Licensed Device** running Office Professional Plus or Standard 2019/2016 or; and
- Office Home & Student 2013 RT installed on a device assigned an Office Professional Plus or Standard 2019/2016 or Office Home & Student 2013 RT Commercial Use license.

Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

### 3.2 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

#### 3.2.1 Office 365 ProPlus Extended Use Rights

Provided an Institution has licensed Office Professional Plus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or an Enrollment for Education Solutions (pre 2017 versions), each Licensed User may use an Office subscription for the sole use of each **Licensed User** for the duration of the agreement. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

#### 3.2.2 Graduation Benefit

Institutions with an active Enrollment for Education Solutions may, at any time during the Enrollment term, transfer a Student's Office Professional Plus licenses to such Student when they become a Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run Office Professional Plus becomes perpetual.

## 4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <a href="#">Product List - June 2015</a> (Office Multi-Language Pack and Visio Premium 2010)	Roaming Rights: Office, Project and Visio
Self Hosting: N/A	SA Equivalent Rights: N/A	

#### 4.1 Office Standard and Office Professional Plus Outsourcing Software Management Rights for Customers renewing SA after September 2019 but before October 2020

Any Customer that used the software with a [Listed Provider](#) under the [Outsourcing Software Management](#) clause immediately prior October 1, 2019 may use [Licenses](#) acquired after October 1, 2019 but before October 1, 2020 on that [Listed Provider](#) until September 30, 2020 subject to the terms and conditions of the [Outsourcing Software Management](#) clause in the September 2019 Product Terms.

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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 2019 for Mac	9/18	1	2	1				P			
Skype for Business for Mac 2019	9/18	1	2	1				P			
Office 2019 for Mac Standard	9/18	2(1)	3	1				P			
Outlook 2019 for Mac	9/18	1	2	1				P			
PowerPoint 2019 for Mac	9/18	1	2	1				P			
Word 2019 for Mac	9/18	1	2	1				P			
Work at Home for Mac 2019	9/18	2									

### 2. Product Conditions

Prior Version: Office for Mac 2016 and Office for Mac 2016 Applications (9/15)	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: N/A		

#### 2.1 Work at Home

A Work at Home [License](#) may be acquired for Office for Mac. The [Primary User](#) of the Office 2019 for Mac Standard software may install and use the Work at Home for Mac Office 2019 for Mac Standard software on one device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

#### 2.2 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.

#### 2.3 Office Online Server

Customers purchasing Office 2016 for Mac Standard licenses before August 1, 2016 may use the editing functionality described in the Office for the web section of [Appendix B](#) with those licenses. This right expires on August 1, 2019.

### 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Desktop Applications</a>	Product-Specific License Terms: Office for Mac	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	<a href="#">Included Technologies</a> : Office Web Apps Server 2013 (Office suite only)
Notices: <a href="#">Internet-based Features</a>		

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

The commercial use restriction for Office Home & Student 2013 RT is waived for the [Primary User](#) of a [Licensed Device](#) running Office 2019/2016 for Mac Standard. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

### 4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights</a> : <a href="#">Product List - June 2015</a>	Roaming Rights: N/A

	(Communicator for Mac 2010, Entourage for Mac 2008)	
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 2019	10/18	50	75	25				P	A	A	A
Exchange Server Enterprise 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST
Exchange Server Standard 2019	10/18	10	15	5				P	A	A	A
Exchange Server Standard 2019 CAL (Device and User)	10/18	1	2	1				P		A	AF,ST

#### 2. Product Conditions

<b>Prior Version:</b> Exchange Server 2016 (10/15)	<b>Product Pool:</b> Server	<b>Down Editions:</b> Enterprise to Standard
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

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	Product-Specific License Terms: N/A	<b>Additional Software:</b> All editions
<b>Client Access Requirements:</b> All editions	<b>External User Access Requirements:</b> 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 2019 Standard CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Exchange Online (Plan 1/1G/2/2A/2G) User SL
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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), Information Protection and Compliance, Custom Retention Policies, Per User/Distribution List Journaling, Site Mailboxes – Compliance, Data Loss Prevention

Additive Access License	Exchange Server 2019 Enterprise CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Exchange Online (Plan 2/2A/2G) User SL
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##### 3.2 Additional Software

Exchange Management Tools		
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#### 4. Software Assurance

<b>SA Benefits:</b> Server	<b>Disaster Recovery:</b> All editions	Fail-Over Rights: N/A
<b>License Mobility:</b> All editions (server licenses only)	<b>Migration Rights:</b> <a href="#">Product List - June 2015</a> (External Connector)	Roaming Rights: N/A
<b>Self Hosting:</b> All editions	SA Equivalent Rights: N/A	

##### 4.1 Exchange Enterprise CAL with Services 2019 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.



## 4.2 Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Standard 2019 or Exchange Server Enterprise 2019 may use the Exchange Online Voice Mail Service of Cloud Voicemail to access voice messages from Outlook. Use of this Online Service is subject to the OST.

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## Project Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Server 2019	10/18	50	75	25				P	A	A	A
Project Server 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	A

### 2. Product Conditions

Prior Version: Project Server 2016 (5/16)	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: <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	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 2019 CAL Project Plan 3 User SL Project 2019 Professional	Project Online Essentials User SL Project Plan 5 User SL
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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	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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## SharePoint Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SharePoint Server 2019	10/18	50	75	25				P	A,SP	A	A
SharePoint Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AF,ST
SharePoint Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST

### 2. Product Conditions

Prior Version: SharePoint Server 2016 (5/16)	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): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A

UTD Discount: N/A		
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### 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	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 SharePoint Server 2019 Server Software Access

Base Access License	SharePoint Server 2019 Standard CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	SharePoint Online (Plan 1/2) User SL
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##### 3.1.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2019 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; Data Loss Prevention; and Advanced Charting.

Additive Access License	SharePoint Server 2019 Enterprise CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	SharePoint Online (Plan 2) User SL
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#### 3.2 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).

#### 3.3 Additional Software

Software Development Kit		
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### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over 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</a> (SharePoint Server and SharePoint Server for Internet Sites)	Roaming Rights: N/A
Self Hosting: 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 2019	10/18	50	75	25				P	A	A	A
Skype for Business Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AF,ST
Skype for Business Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST
Skype for Business Server 2019 Plus CAL (Device and User)	10/18	1	2	1				P	A, E	A	A,ST
Skype for Business Plus CAL (User SL)							UC	P	A,UC		A,ST

### 2. Product Conditions

Prior Version: Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)	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: <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: <a href="#">H.264/MPEG-4 and/or VC-1</a>		

#### 3.1 Server Software Access

Base Access License	Skype for Business Server 2019 Standard CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Skype for Business Online (Plan 1/1G/1A/2/2G/2A) 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 2019 Enterprise CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Skype for Business Online (Plan 2/2A/2G) 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 2019 Plus CAL Phone System 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 Skype Web App	Microsoft Skype for Business Server 2019 Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Skype for Business Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: <a href="#">Product List - April 2015</a>	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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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 2019 Standard	11/19	15	23	8				P	A,SP	A	A
SQL Server 2019 Standard Core (2-packs of Core Licenses)	11/19	50	75	25	OM			OM, P	A,SP	A	A
SQL Server 2019 Enterprise	11/19			38				P	A	A	A
SQL Server 2019 Enterprise Core (2-packs of Core Licenses)	11/19	125	188	63	OM			OM, P	A,SP	A	A
SQL Server 2019 CAL	11/19	1	2	1				P	A,SP	A	AO,ST
SQL Server ESU (Standard and Enterprise, Server and Core)									A		A
SQL Server Big Data Node (BDN)(2-packs of Core Licenses)	11/19								A,SP	A	A

Note: SQL Server licenses purchased through CSP are subject to different terms as set forth in the [Server Subscriptions for Azure](#) section of these Product Terms.

### 2. Product Conditions

Prior Version: SQL Server 2017 (10/17)	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
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Extended Term Eligible: N/A	Prerequisite: ESU and SQL Server Big Data Node require SA for SQL Server	Prerequisite (SA): <a href="#">Appendix B</a>
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 Enterprise (Server/CAL)

Existing SQL Server Enterprise (Server/CAL) customers may renew their SA on Server Licenses acquired under that License Model, however new Server Licenses for SQL Server Enterprise (Server/CAL) are no longer available.

### 2.2 SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server Enterprise Core customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

## 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Server/CAL</a> – Standard, <a href="#">Per Core</a> – 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: Internet-based Features		

### 3.1 Server Software Access

Base Access License	SQL Server 2019 CAL
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### 3.2 Automatic Updates to Previous Versions of SQL Server

If the SQL Server software is installed on [Servers](#) or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a [Server](#) or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that [Server](#) or device.

### 3.3 SQL Server Platform Selection

SQL Server [Licenses](#) are platform agnostic and permit deployment and use on Windows or Linux platforms.

### 3.4 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](#).

### 3.5 SQL Server Big Data Nodes

Customer’s use of SQL Server Big Data Node is governed by the Use Rights for SQL Server Enterprise Core, except that Customer may use SQL Server Big Data Node Instances only with a Master Node. A “Master Node” is an [OSE](#) running SQL Server Standard Core or SQL Server Enterprise Core under Customer’s Licenses with SA or equivalent subscription rights. The following SA rights also apply to Customer’s use of SQL Server Big Data Node: Unlimited Virtualization and License Mobility.

### 3.6 Running Instances for SQL Server 2019 Enterprise (Server/CAL)

Customer may run any number of [Instances](#) of the server software in up to four [OSEs](#) on the Licensed Server at a time. If Customer runs the software in a [Physical OSE](#), the [OSE](#) may access up to 20 [Physical Cores](#) at any time. If Customer runs the software in [Virtual OSEs](#), that set of [OSEs](#) may access up to 20 Hardware Threads at any time. For each additional [License](#) assigned, Customer may run the software in four additional [OSEs](#), subject to the same limitations.

### 3.7 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.

### 3.8 Additional Software

#### 3.8.1 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	
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### 3.8.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		
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## 4. Software Assurance

<b>SA Benefits:</b> Server	<b>Disaster Recovery:</b> All editions. See Fail-Over Rights section below for additional terms for SQL Server.	<b>Fail-Over Rights:</b> All editions (Not applicable to Parallel Data Warehouse). See Fail-Over Rights section below for additional terms for SQL Server.
<b>License Mobility:</b> All editions of SQL Server (Not applicable to Parallel Data Warehouse) and SQL Server Big Data Node.	<b>Migration Rights:</b> See <a href="#">Product Terms - October 2019</a> .	<b>Roaming Rights:</b> N/A
<b>Self Hosting:</b> All editions	<b>SA Equivalent Rights:</b> Yes	

### 4.1 SQL Server 2019 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 2019 – Fail-over Rights

For each of its **Primary Workloads**, Customer is entitled to:

- One **Fail-over OSE** for any purpose, including high availability, on any **Server** dedicated to Customer's use (subject to the [Outsourcing Software Management](#) clause); and
- Two **Fail-over OSEs** specifically for disaster recovery purposes:
  - one on any **Server** dedicated to Customer's use (subject to the [Outsourcing Software Management](#) clause) and
  - one on Microsoft Azure servers

Customer may also run **Primary Workloads** and its disaster recovery **Fail-over OSEs** simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted **Fail-over OSE**:

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

**Fail-over OSEs** permitted for disaster recovery must be asynchronous and manual. **Fail-over OSEs** may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a **Fail-over OSE** must not exceed the number of licenses required for the corresponding **Primary Workload**. These fail-over rights require SA for both the **Licensed Server** and CALs, if any, and do not apply when Customer deploys SQL Software under [License Mobility through SA](#).

### 4.3 Use of SQL on Microsoft Azure

When using SQL Server on Azure under Azure Hybrid Benefit rights, or Disaster Recovery Rights, Customer should indicate such use, as prompted in the Azure portal or Azure command line APIs.

### 4.4 SQL Server Big Data Nodes License Grant for SQL Server SA Customers

Customer will have eight SQL Server Big Data Node **Licenses** for each SQL Server Enterprise Core License with SA or equivalent subscription rights assigned to one of its Master Nodes.

Customer will have one SQL Server Big Data Node **License** for each SQL Server Standard Core License with SA or equivalent subscription rights assigned to one of its Master Nodes.

Customer may order additional quantities of SQL Server Big Data Node Licenses as needed.

### 4.5 SQL Server Enterprise Core and SQL Server Enterprise - Machine Learning Server for Windows and Machine Learning Server for Linux

Only customers with servers licensed to run SQL Server Enterprise Core with SA or SQL Server Enterprise with SA may use updates to Machine Learning Server for Windows and Machine Learning Server for Linux made available after October 2017. 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.

### 4.6 SQL Enterprise Core – Running Machine Learning Server for Hadoop

For each SQL Server Enterprise Core **License** Customer has with active SA, Customer may also run Machine Learning Server for Hadoop on up to five **Servers** dedicated to Customer's use solely in conjunction with its licensed use of SQL Server Enterprise Core. Any dedicated **Server** under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

#### 4.7 Use of Power BI Report Server – SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the [Licensed Server](#). Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Enterprise Edition Core Licenses with active SA assigned to that Server, subject to a minimum of four cores per [OSE](#). Use is additionally subject to the applicable terms of Customer’s volume license agreement. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server. This right expires upon expiration of Customer’s SA coverage.

#### 4.8 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

#### 4.9 SQL Server 2019 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.

#### 4.10 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](#).

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## System Center

### System Center Server

#### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Datacenter Server Management License (2-packs of Core Licenses)	3/19		13	8	OM			OM, P	A	A	A
System Center 2019 Datacenter Server Management License (16-packs of Core Licenses)	3/19		38	13	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (2-packs of Core Licenses)	3/19		3	2	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (16-packs of Core Licenses)	3/19		23	8	OM			OM, P	A	A	A

#### 2. Product Conditions

<b>Prior Version:</b> System Center 2016 (10/16)	<b>Product Pool:</b> Server	<b>Down Editions:</b> N/A
<b>Extended Term Eligible:</b> N/A	<b>Prerequisite:</b> N/A	<b>Prerequisite (SA):</b> <a href="#">Appendix B</a>
<b>Promotions:</b> N/A	<b>Qualified User Exemption:</b> N/A	<b>Reduction Eligible:</b> N/A
<b>Reduction Eligible (SCE):</b> N/A	<b>Student Use Benefit:</b> N/A	<b>True-Up Eligible:</b> N/A
<b>UTD Discount:</b> N/A		

#### 3. Use Rights

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Management Servers</a>	<b>Product-Specific License Terms:</b> All editions	<b>Additional Software:</b> N/A
<b>Client Access Requirements:</b> N/A	<b>External User Access Requirements:</b> N/A	<b>Included Technologies:</b> SQL Server Technology, Windows Software Components
<b>Notices:</b> <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

##### 3.1 Management License - System Center 2019 Standard

Server Management License	System Center 2019 Standard Management License
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##### 3.2 Management License - System Center 2019 Datacenter

Server Management License	System Center 2019 Datacenter Management License
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### 3.3 System Center Endpoint Protection Use with Azure Security Center

Customer may use System Center Endpoint Protection to manage [Virtual OSEs](#) it is protecting using the Standard tier of Azure Security Center. The System Center License Terms, as amended here, govern that use. Managed [Virtual OSEs](#) can be running on shared or dedicated Servers. Customer is not required to acquire and assign System Center [Licenses](#) for this limited use.

### 3.4 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software included in the Product in one [OSE](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

### 3.5 Windows Server Containers

Customer may Manage any number of [OSEs](#) instantiated as [Windows Server Containers](#) on the [Licensed Server](#).

## 4. Software Assurance

<a href="#">SA Benefits</a> : Server	<a href="#">Disaster Recovery</a> : All editions	Fail-Over Rights: N/A
<a href="#">License Mobility</a> : All editions (License Mobility through SA only)	<a href="#">Migration Rights</a> : <a href="#">Product List - October 2013</a> , <a href="#">Product Terms - October 2016</a> , and <a href="#">December 2016</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : All editions	SA Equivalent Rights: N/A	

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## System Center Configuration Manager

### 1. Program Availability

Products	DA	L	L/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	AO,ST
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

<a href="#">Prior Version</a> : System Center 2012 R2 Configuration Manager (10/13),	<a href="#">Product Pool</a> : Server	Extended Term Eligible: N/A
<a href="#">Down Editions</a> : N/A	<a href="#">Prerequisite</a> : N/A	<a href="#">Prerequisite (SA)</a> : <a href="#">Appendix B</a>
<a href="#">Promotions</a> : N/A	<a href="#">Qualified User Exemption</a> : N/A	<a href="#">Reduction Eligible</a> : N/A
<a href="#">Reduction Eligible (SCE)</a> : N/A	<a href="#">Student Use Benefit</a> : N/A	<a href="#">True Up Eligible</a> : N/A
<a href="#">UTD Discount</a> : N/A		

#### 2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center Configuration Manager 1606 Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

### 3. Use Rights

<a href="#">License Terms</a> : <a href="#">Universal</a> ; <a href="#">Management Servers</a>	<a href="#">Product-Specific License Terms</a> : Yes	<a href="#">Additional Software</a> : N/A
<a href="#">Client Access Requirement</a> : N/A	<a href="#">External User Access Requirements</a> : ML	<a href="#">Included Technologies</a> : SQL Server Technology, Windows Software Components
<a href="#">Notices</a> : <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

#### 3.1 Management License

Client Management License	System Center Configuration Manager 1606 (User or OSE) Microsoft Intune (User SL)	Microsoft 365 F1 (User SL) Management License Equivalent License (refer to <a href="#">Appendix A</a> )
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Microsoft Intune for Devices
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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](#) on a [Server](#) dedicated to Customer's use only for the purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

## 4. Software Assurance

<a href="#">SA Benefits</a> : Server	<a href="#">Disaster Recovery</a> : Yes	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights</a> : <a href="#">Product List - October 2013</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : Yes	SA Equivalent Rights: 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 ML equivalent Licenses, may install and use the Current Branch option of System Center Configuration Manager.

### 4.3 Access to Intune

Customers with active SA on System Center Configuration Manager [Licenses](#), or ML equivalent Licenses, may permit limited access to Intune by its [Licensed Users](#) in conjunction with use of System Center Configuration Manager for the co-management of those users' PCs. Access and use of these Intune features are subject to the Intune License Terms as set forth in the [Online Services Terms](#).

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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 2019 Data Protection Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Data Protection Manager per User (Client ML)	3/19		2	1				P	A	A	

### 2. Product Conditions

<a href="#">Prior Version</a> : System Center 2016 Data Protection Manager (1/17)	<a href="#">Product Pool</a> : Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	<a href="#">Prerequisite (SA)</a> : <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		

### 2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Data Protection Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

### 3. Use Rights

<a href="#">License Terms</a> : <a href="#">Universal</a> ; <a href="#">Management Servers</a>	<a href="#">Product-Specific License Terms</a> : Yes	Additional Software: N/A
Client Access Requirements: N/A	<a href="#">External User Access Requirements</a> : ML	<a href="#">Included Technologies</a> : SQL Server Technology, Windows Software Components
<a href="#">Notices</a> : <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

### 3.1 Management License

Client Management License	System Center 2019 Data Protection Manager License
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(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](#) on a [Server](#) dedicated to Customer’s use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

## 4. Software Assurance

<a href="#">SA Benefits</a> : Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights</a> : <a href="#">Product List - October 2013</a> , <a href="#">Product Terms January 2017</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : All editions	SA Equivalent Rights: N/A	

### 4.1 System Center Data Protection Manager Current Branch Rights

Customers with active SA on System Center Data Protection Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Data Protection Manager.

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## System Center Endpoint Protection

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Endpoint Protection 1606 (Device and User SL)	10/16	1						P		A	A,ST

### 2. Product Conditions

<a href="#">Prior Version</a> : System Center 2012 R2 Endpoint Protection (10/13)	<a href="#">Product Pool</a> : 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

<a href="#">License Terms</a> : <a href="#">Universal</a> ; <a href="#">Management Servers</a>	<a href="#">Product-Specific License Terms</a> : Yes	Additional Software: N/A
Client Access Requirement: N/A	<a href="#">External User Access Requirements</a> : ML	Included Technologies: N/A
<a href="#">Notices</a> : <a href="#">Internet-based Features</a>		

### 3.1 Management License

Client Management License	System Center Endpoint Protection (User or Device SL)	Intune (User SL, Add-on), Intune for EDU (User SL, Device SL, Add-on), Intune for Devices
	Windows 10 Enterprise E5 and A5 (User SL)	Window VDA E5 (User SL)
	Windows 10 Education E5 (User SL)	M365 E5 Security (User SL)

### 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	<a href="#">Migration Rights: Product List - March 2014</a>	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

### 4.1 System Center Endpoint Protection Current Branch Rights

Customers with active SA on System Center Endpoint Protection Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Endpoint Protection.

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## System Center Operations Manager

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Operations Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Operations Manager per User (Client ML)	3/19		2	1				P	A	A	

### 2. Product Conditions

<b>Prior Version:</b> System Center Operations Manager 2016 (1/17)	<b>Product Pool:</b> Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	<a href="#">Prerequisite (SA): 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		

#### 2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Operations Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

### 3. Use Rights

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Management Servers</a>	<b>Product-Specific License Terms:</b> Yes	Additional Software: N/A
Client Access Requirements: N/A	<b>External User Access Requirements:</b> ML	<b>Included Technologies:</b> SQL Server Technology, Windows Software Components
<b>Notices:</b> <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

#### 3.1 Management License

Client Management License	System Center 2019 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](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights: Product List - October 2013</a> ; <a href="#">Product Terms January 2017</a>	Roaming Rights: N/A
<b>Self Hosting:</b> All editions	SA Equivalent Rights: N/A	

### 4.1 System Center Operations Manager Current Branch Rights

Customers with active SA on System Center Operations Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Operations Manager.

## System Center Orchestrator

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Orchestrator per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Orchestrator per User (Client ML)	3/19		2	1				P	A	A	

### 2. Product Conditions

Prior Version: System Center 2016 Orchestrator (1/17)	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		

#### 2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Orchestrator Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

### 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Management Servers</a>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

#### 3.1 Management License

Client Management License	System Center 2019 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](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

### 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights: Product List - October 2013; Product Terms January 2017</a>	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

## 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 2019 Service Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Service Manager per User (Client ML)	3/19		2	1				P	A	A	

### 2. Product Conditions

Prior Version: System Center 2016 Service Manager	Product Pool: Server	Down Editions: N/A
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(1/17)		
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		

### 2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Service Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

## 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Management Servers</a>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: <a href="#">Internet-based Features</a> , <a href="#">Bing Maps</a>		

### 3.1 Management License

Client Management License	System Center 2019 Service Manager License (User or OSE) Azure Active Directory Premium (P1 and P2) User SL	Microsoft Identity Manager 2016 CAL (User)
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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](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <a href="#">Product List - October 2013</a> ; <a href="#">Product Terms January 2017</a>	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

### 4.1 System Center Service Manager Current Branch Rights

Customers with active SA on System Center Service Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Service Manager.

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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 2019	3/19	2									
Visual Studio Professional 2019 Subscription	3/19	(1)	2	1	OM			OM, P	A,SP	A	A
Visual Studio Enterprise 2019 Subscription	3/19	(1)	51	17	OM			OM, P	A,SP	A	A
Visual Studio Test Professional 2019 Subscription	3/19	(1)	9	3	OM			OM, P	A,SP	A	A

MSDN Platforms	6/13	(1)	9	3	OM			OM, P	A, SP	A	A
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## 2. Product Conditions

<b>Prior Version:</b> Visual Studio 2017 (4/17)	<b>Product Pool:</b> Applications	<b>Down Editions:</b> Enterprise to Professional
<b>Extended Term Eligible:</b> N/A	<b>Prerequisite:</b> N/A	<b>Prerequisite (SA):</b> <a href="#">Appendix B</a>
<b>Promotions:</b> N/A	<b>Qualified User Exemption:</b> N/A	<b>Reduction Eligible:</b> N/A
<b>Reduction Eligible (SCE):</b> All	<b>Student Use Benefit:</b> N/A	<b>True-Up Eligible:</b> N/A
<b>UTD Discount:</b> N/A		

### 2.1 License Grant for SQL Server Parallel Data Warehouse Developer

Each **Licensed User** of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

### 2.2 License Grant for Azure DevOps Server 2019

Each **Licensed User** of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription, Visual Studio Test Professional Subscription and MSDN Platforms is deemed to have one **Server** License for Azure DevOps Server and one Azure DevOps Server User CAL. The **CAL** is for the sole use of the **Licensed User**.

### 2.3 Microsoft Azure Services

Microsoft Azure benefits cannot be combined from multiple Visual Studio Subscriptions or MSDN Platforms onto a single Microsoft Azure account.

## 3. Use Rights

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Developer Tools</a>	<b>Product-Specific License Terms:</b> All	<b>Additional Software:</b> N/A
<b>Client Access Requirements:</b> N/A	<b>External User Access Requirements:</b> N/A	<b>Included Technologies:</b> SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
<b>Notices:</b> <a href="#">Internet-based Features</a> – All, <a href="#">Bing Maps</a> – All (except MSDN Platforms), <a href="#">H.264/MPEG-4 AVC and/or VC-1</a> – All (except MSDN Platforms)		

### 3.1 Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, whether on-premises or remote devices that are dedicated solely to Customer’s use, or hosted on Microsoft Azure for Customer, (collectively, “Build Devices”). Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. Customer and others in its organization may use these files on its Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

### 3.2 Utilities

Customer may copy and install the Utilities listed at <https://aka.ms/vs/16/utilities> onto its devices solely to debug and deploy Customer’s programs and databases that Customer develops with Visual Studio Professional and Visual Studio Enterprise. Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when it finishes debugging or deploying its programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

### 3.3 Developing Extensions

#### 3.3.1 Limits on Extensions.

Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.

#### 3.3.2 No Degrading the Software.

If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

### 3.4 Distributable Code

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs it develops while using such software.

#### 3.4.1 Right to Use and Distribute.

The code and text files listed below are “Distributable Code”.

- **Distributable List.** Customer may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.
- **Sample Code, Templates, and Styles.** Customer may copy, modify, and distribute the source and object code form of code marked as “sample”, “template”, “simple styles”, and “sketch styles”.
- **Third-party Distribution.** Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.

### 3.5 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.

### 3.6 Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

## 4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights: Product List - March 2014 and Product Terms - September 2015</a>	Roaming Rights: N/A
Self Hosting: N/A	<a href="#">SA Equivalent Rights: Yes</a>	

### 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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## Azure DevOps Server

### 1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure DevOps Server 2019 with SQL Server 2017 Technology	3/19		8	3				P	A,SP	A	A
Azure DevOps Server 2019 CAL (Device and User)	3/19		8	3				P	A,SP	A	A

### 2. Product Conditions

<a href="#">Prior Version: Visual Studio Team Foundation Server 2018 (11/17)</a>	<a href="#">Product Pool: Server</a>	Down Editions: N/A
Extended Term Eligible: N/A	<a href="#">Prerequisite: All</a>	<a href="#">Prerequisite (SA): Appendix B</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
<a href="#">Reduction Eligible (SCE): All</a>	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

### 3. Use Rights

<a href="#">License Terms: Universal; Server/CAL</a>	<a href="#">Product-Specific License Terms: All</a>	<a href="#">Additional Software: All</a>
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Client Access Requirements: Yes	External User Access Requirements: CALs	Included Technologies: SQL Server Technology, Windows Software Components
Notices: N/A		

### 3.1 Server Software Access

Base Access License	Azure DevOps Server 2019 CAL	Azure DevOps Services paid user
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#### 3.1.1 Additional Functionality

##### Test Plan

Additive Access License	Visual Studio Test Professional Subscription MSDN Platforms	Visual Studio Enterprise Subscription Azure DevOps Services Test Manager paid user
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### 3.2 Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Azure DevOps Server Reporting; accessing Azure DevOps Services via a Azure DevOps Server Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Azure DevOps Server through a pooled connection from another integrated application or service.

### 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 on a Server dedicated to Customer’s use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause.

### 3.4 Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

### 3.5 Azure DevOps Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise monthly subscription, or Visual Studio Professional monthly subscription then Customer may also install the Visual Studio software and permit access and use of it as part Azure DevOps Server Build Services by Customer’s Licensed Users and Licensed Devices of Azure DevOps Server.

### 3.6 Additional Software

Azure DevOps Server Build Services		
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## 4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: 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	CSP
Windows 10 Pro (Per Device)	8/15	2										
Windows 10 Enterprise LTSC 2019 (Per Device)	10/18	2										
Windows 10 Enterprise (Per Device)	10/16	2						E, P	E			
Windows 10 Enterprise E3 (SL)	8/15	2							E			
Windows 10 Enterprise E3 From SA (SL)	8/15	2							E			
Windows 10 Enterprise E5 (SL)	8/16	2							E			
Windows 10 Enterprise E5 From SA (SL)	8/16	2							E			

Windows 10 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	12/14	2						E		A	
Windows 10 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	8/16	2						E			
Windows 10 Education (Per Device)	8/15	(1)	3	1					ED	SD, S	
Windows 10 Education E3 (SL)	10/17									EP	
Windows 10 Enterprise A3 (SL)	10/17										
Windows 10 Education E5 (Per User)	10/17									EP	
Windows 10 Enterprise A5 (Per User)	10/17										
Windows VDA per device(SL)	7/07	2(1)					P	A, E	A	A	
Windows VDA E3 (SL)	12/14	2						E			
Windows VDA E5 (SL)	5/17	2						E			
Windows 10 Home to Pro Right Licensing (Per Device)	4/17	2									
Windows 10 Home to Pro Upgrade for Microsoft 365 Business											
Windows 8.1 Enterprise Sideload (Per Device)	11/13	1									
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2									
Windows 7 ESU 2020 for M365 (Per Device)	4/19							A		A	
Windows 7 ESU 2020 (Per Device)	4/19							A		A	
Microsoft Defender ATP (SL)								A			

## 2. Product Conditions

Prior Version: Windows 10 Enterprise LTSC 2016 (10/16), 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): <a href="#">Appendix B, Section 4</a>
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Add-ons, Additional Products
Reduction Eligible (SCE): N/A	Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: N/A
UTD Discount: Windows 8.1 Enterprise		Add-ons and From SA: See <a href="#">Appendix C</a>

### 2.1 License Assignment

#### 2.1.1 Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

The **Licensed User** must be the **Primary User** of at least one device licensed with a Qualifying OS. This one device must also be the Primary User's primary work device.

#### 2.1.2 Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

The **Licensed Device** must be licensed with a Qualifying OS, and the Qualifying OS must be installed on the **Licensed Device**. Per Device license assignment is permanent unless Customer has Software Assurance for that device.

#### 2.1.3 Virtual Desktop Access (VDA) License Assignment Eligibility

VDA Per Device and Per User licenses may be assigned to any user or device.

### 2.2 Qualifying Operating Systems

Windows software acquired through a volume licensing agreement may only be installed or activated on devices licensed to run one of the qualifying operating systems (OS) below.

#### 2.2.1 Qualifying OS – Per User Licenses and Virtual Desktop Access Per Device/User Licenses

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus	Microsoft Cloud Agreement
<b>Windows 10</b>		
Enterprise, IoT Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X
<b>Windows 7 / 8 / 8.1</b>		
Enterprise, Pro, Professional, Ultimate, Windows 7 Professional/Ultimate for Embedded Systems, Windows Embedded 8/8.1 Pro, Industry Pro	X	



### 2.2.2 Qualifying OS – Per Device Licenses (Excluding Virtual Desktop Access Licenses)

Unless Customer has Software Assurance for the device, Customer must remove the Qualifying OS from the device before installing Windows software acquired through a volume licensing agreement on a [Licensed Device](#).

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) <sup>1</sup>	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, Pro, Pro for Workstations, Pro in S mode	X	X	X	X	X
Education, Home, Home in S mode					X
<b>Windows 8/8.1</b>					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
<b>Windows 7</b>					
Enterprise, Professional, Ultimate	X	X	X		X
Home Premium, Home Basic, Starter Edition					X
<b>Windows Vista</b>					
Enterprise, Business, Ultimate	X		X		X
Home Premium, Home Basic, Starter Edition					X
<b>Windows XP</b>					
Professional, Tablet Edition, Pro Blade PC	X		X		X
Home, Starter Edition					X
<b>Apple</b>					
macOS <sup>2</sup>	X		X		X
<b>Windows Embedded Operating Systems</b>					
Windows 10 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

<sup>1</sup>Also applicable to Qualified Devices acquired through merger or acquisition

<sup>2</sup>macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

### 2.2.3 Restricted Use Qualifying OS – Per Device Licenses

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) <sup>1</sup>	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	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 Standard 2009			X	X
Windows Embedded 8 Standard			X	X

<sup>1</sup>Also applicable to Qualified Devices acquired through merger or acquisition

#### 2.2.3.1 Restricted Use Qualifying Operating Systems

The right to use Windows software acquired through a volume licensing agreement on a device licensed with a Restricted Use Qualifying OS is limited to the specific use for which the device was designed. The device running the acquired Windows software may not be used

as a general-purpose PC or as a commercially viable substitute for such a system. Acquired Windows software installed on devices licensed with a Point of Sale (POS) version of Windows Embedded must be primarily used for running a POS application.

#### 2.2.3.2 Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

Software Assurance may not be acquired for devices licensed with Restricted Use Qualifying Operating Systems. This limitation does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

### 2.3 Mixing Per User and Per Device Licenses on Enterprise Enrollments

Customers may mix Windows Per Device and Per User licenses on Enterprise Enrollments if 1) all users of unlicensed Qualified Devices are licensed with Windows Per User, and 2) all Qualified Devices used by unlicensed users are licensed with Windows Per Device.

### 2.4 Version-less Windows Pro/Enterprise Upgrades for the People's Republic of China

Version-less Licenses for Windows Enterprise and Windows Professional 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 and Windows Professional.

### 2.5 Third Party Re-imaging

Before a third party may re-image a Customer's devices, Customer must provide the third party with written documentation showing it has the requisite licenses for the installation.

### 2.6 Regional Fulfillment Options

#### 2.6.1 Windows KN Editions

Customers located in Korea with an active volume licensing agreement or enrollment may acquire media for Windows KN editions for deployment and use in Korea. No other use is permitted.

#### 2.6.2 Windows N Editions (Not with Windows Media Player)

Customers located in countries established in the European Union (EU) or European Free Trade Association (EFTA) with an active volume licensing agreement or enrollment may acquire media for Microsoft Windows N editions for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

### 2.7 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.

### 2.8 Purchase Eligibility for Windows 10 Home to Pro Upgrade for Microsoft 365 Business

Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union may license the Windows 10 Home to Pro Upgrade for Microsoft 365 Business in any quantity up to the number of its Microsoft 365 Business subscriptions. Notwithstanding Section 2.2 Qualifying Operating Systems, Customer may install Windows 10 Home to Pro Upgrade for Microsoft 365 Business software on devices licensed with Windows Home version 7 or later.

### 2.9 Purchase Eligibility for Windows 10 Home to Pro Right Licensing for E3/E5

#### 2.9.1 Prerequisites

Notwithstanding Section 2.2 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 per device with active SA
- Windows 10 Enterprise E3/E5 SLs

#### 2.9.2 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 per device, or
- On which Pro or Enterprise is installed and is used by a Windows 10 Enterprise E3/E5 Licensed User

#### 2.9.3 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 apply only to a replacement device with a Pro or Enterprise qualifying OS.

## 2.10 Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10 unless they have been configured to prevent automatic updates using supported methods. All updates are licensed under the same terms as the Product to which they apply.

## 2.11 Windows 7 ESU (Extended Security Updates)

Customer may acquire Windows 7 ESU licenses on a per device basis. Devices running a local [OSE](#) covered by ESU or accessing virtual [OSEs](#) covered by ESU must be licensed with Windows 7 ESU for the respective year of coverage. Devices do not need an ESU license to access Windows 7 OSEs covered by ESU running on Windows Virtual Desktop on Azure. If Customer has one or more ESU licenses, devices do not need an ESU license to run or access Windows 7 OSEs covered by ESU when the OSE is licensed through a Visual Studio Subscription for development or test purposes. Windows 7 ESU 2020/2021/2022 for M365 licenses may only be assigned to devices with active Software Assurance or used exclusively by users with Windows Enterprise, VDA, or M365 SLs. Windows 7 ESU 2020/2021/2022 licenses may be assigned to any device. Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for M365 licenses may only be assigned to devices also licensed with ESU(s) for the prior year(s).

## 2.12 Academic and Charity Programs

### 2.12.1 License Assignment

#### 2.12.1.1 Per User License Assignment

The [Licensed User](#) must be the [Primary User](#) of at least one device licensed for a Qualifying OS in section 2.2.2 Per Device [Licenses](#).

#### 2.12.1.2 Per Device License Assignment

The [Licensed Device](#) must be licensed with a Qualifying OS in section 2.2.2 Per Device [Licenses](#), and the Qualifying OS must be installed on the [Licensed Device](#). Per Device license assignment is permanent unless Customer has Software Assurance for that device.

### 2.12.2 Academic Program Windows Edition Rights

Windows Education licenses include rights to install or activate Windows Enterprise in lieu of Windows Education.

### 2.12.3 Lab and Library Use

Institutions with Windows Education E3/E5, or Windows 10 Education (per device) assigned to all faculty and staff, [Education Qualified Users](#) or [Knowledge Workers](#) may install Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Windows 10 Education. This provision does not apply to User [SLs](#) acquired under the Microsoft Cloud Agreement.

### 2.12.4 Shared Devices

Institutions with Windows Education E3/E5 assigned to all [Knowledge Workers](#) or [Education Qualified Users](#) are licensed to run Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any shared device with a qualifying operating system within the Institution's Organization. For the purposes of this subsection, shared device means a device not used by any one person more than 50% of the time during a single work day period, and not assigned to any [Primary User](#) as their primary work device. Use of Windows on shared devices does not count as use of an Education Platform Product under the Enrollment for Education Solutions. Use of the software is otherwise subject to the License terms for Windows 10 Education.

### 2.12.5 Starter Edition OS Restrictions for Academic Programs

[Licenses](#) acquired under academic or education programs and using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS may not be transferred outside the country of purchase.

### 2.12.6 Graduation Benefit

Institutions with an active Enrollment for Education Solutions may, at any time during the Enrollment term, transfer a Student's Windows Education license to such [Student](#) when they become a Graduate if the [Student](#) installs or activates Windows Education on a [Student](#) owned device while enrolled at the institution. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate receives a perpetual right to run Windows Education locally on the same device. This entitlement is nontransferable to any other device.

## 3. Use Rights

License Terms: <a href="#">Universal</a> ; <a href="#">Desktop Operating Systems</a> , <a href="#">OST</a> (Microsoft 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: <a href="#">H.264/MPEG-4 AVC and/or VC-1</a>		

### 3.1 Windows Local Use

Customer may run Windows software acquired through a volume licensing agreement as one [Physical OSE](#) locally on [Licensed Devices](#). This local use right applies to VDA per device licenses only if the [Licensed Device](#) is also licensed with a Qualifying Operating System. [Licensed Users](#) may run Windows software acquired through a volume licensing agreement as one [Physical OSE](#) locally on devices licensed with a Qualifying Operating System.

### 3.2 Windows 10 Azure AD-Based Activation

[Licensed Users](#) using Azure AD-based activation may activate the software in the [Physical OSE](#) on up to five concurrent devices running either Windows 10 Pro Anniversary Update or Windows 10 Enterprise Creator's Update or later.

### 3.3 Microsoft Defender Advanced Threat Protection

Eligible [Licensed Users](#) may use Microsoft Defender Advanced Threat Protection on up to five concurrent devices.

### 3.4 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>.

### 3.5 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.

### 3.6 Microsoft Cloud Agreement Activation Use Rights

For Customers licensed under a Microsoft Cloud Agreement,

- Notwithstanding sections 3.2 and 3.7, each user may activate no more than five concurrent instances of the software across physical and virtual [OSEs](#).
- Notwithstanding the Universal License Terms or volume licensing agreement, upgrade Licenses do not include rights to run or install a prior version, different language version, different platform version, or a lower edition of Windows, including Windows 10 Enterprise LTSC.
- Section 4 (Software Assurance) does not apply.

### 3.7 Windows 10 Upgrade Benefit

The following User SLs include a Windows 10 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 7, 8, 8.1:

- Windows 10 Enterprise/Education (all)
- Microsoft 365 (all)

### 3.8 Windows 10 Multitenant Hosting

Customers with Windows 10 Enterprise Per User SLs (excluding local only), Windows 10 Education Per User SLs, or VDA Per User SLs using Azure AD-based activation may install the Windows 10 Creators Update or later version software on a virtual machine running on Microsoft Azure (notwithstanding anything to the contrary in the [Outsourcing Software Management](#) clause) or a shared server with a Qualified Multitenant Hosting Partner ("QMTH") identified at [www.microsoft.com/Qualified\\_Multitenant\\_Hoster\\_Program](http://www.microsoft.com/Qualified_Multitenant_Hoster_Program). Rights to install and use the software with a QMTH do not apply if the QMTH is using a [Listed Provider](#) as a [Data Center Provider](#). Each [Licensed User](#) may access up to four instances of the software. Azure Government customers may use KMS activation in lieu of Azure AD-based activation. When configuring the image(s) on Microsoft Azure, Customers must indicate their use of the multitenant hosting for Windows 10 and adhere to other software configuration requirements available at <https://docs.microsoft.com/en-us/windows/deployment/vda-subscription-activation>. Partner based deployment requirements are available at [www.microsoft.com/Qualified\\_Multitenant\\_Hoster\\_Program](http://www.microsoft.com/Qualified_Multitenant_Hoster_Program). This section does not apply to Students receiving access to software through [Student Use Benefit](#).

### 3.9 Windows Virtual Desktop for Windows

Refer to the Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#) for rights to access Windows Virtual Desktop Windows 7 and Windows 10 virtual machines.

### 3.10 Windows Outsourcing Software Management Rights for Customers renewing Windows SA or User SLs after September 2019 but before October 2020

Any Customer that used the software with a [Listed Provider](#) under the [Outsourcing Software Management](#) clause immediately prior October 1, 2019 may continue to use that [Listed Provider](#) until September 30, 2020 subject to the terms and conditions of the [Outsourcing Software Management](#) clause in the September 2019 Product Terms.

## 4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <a href="#">Product List - June 2015</a> (Windows)	Roaming Rights: <a href="#">February 2016 – Product Terms</a>

	Companion Subscription)	
Self Hosting: N/A	SA Equivalent Rights: N/A	

#### 4.1 Software Assurance Additional Use Rights

Section 4 (Software Assurance) applies to the following licenses.

- Windows 10 Enterprise E3/E5
- Windows 10 Enterprise per device
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Windows VDA per device

This provision does not apply to SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

#### 4.2 Windows Virtualization

##### 4.2.1 Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally on [Licensed Devices](#). This local use right applies to VDA Per Device licenses only if the [Licensed Device](#) is also licensed with a Qualifying Operating System. [Licensed Users](#) may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally on devices licensed with a Qualifying Operating System. If all permitted [Virtual OSEs](#) are used Customer may use the [Physical OSE](#) only to host and manage the [Virtual OSEs](#).

##### 4.2.2 Remote Virtualization

Any [Licensed Device](#), or any device used by a [Licensed User](#), may remotely access up to four [Virtual OSEs](#) or one [Physical OSE](#) of Windows software acquired through a volume licensing agreement on (a) device(s) dedicated to Customer's use. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. Notwithstanding anything to the contrary in the [Outsourcing Software Management](#) clause, Customer's VDA E3 and E5 Licensed Users may remotely access Windows software under these Remote Virtualization rights on any [Listed Provider's Servers](#) dedicated to Customer's use.

#### 4.3 10.1" Screen Device Benefit

Customer with Per User license may install Windows software acquired through a volume licensing agreement on all Windows licensed devices with integrated screens 10.1" diagonally or less.

#### 4.4 Windows to Go

Customer may create and store an [Instance](#) of Windows software acquired through a volume licensing agreement on up to two USB drives using Windows to Go and run the [Instance\(s\)](#) on [Licensed Device\(s\)](#) or, if licensed per user, on any device.

##### 4.4.1 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.

#### 4.5 Windows Pro SA

Customers who previously acquired SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise license.

#### 4.6 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.

##### 4.6.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows 10 Enterprise E3/E5
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Agreement with an August 1, 2015, or later effective date and VDA per device or Windows 10 Enterprise per device.

#### 4.7 Rights to run Clustered HPC Applications

A [Licensed Device](#) or a device used by a [Licensed User](#) may be used as a [Cycle Harvesting Node](#) to run [Clustered HPC Applications](#), as long as the device is not used as a general purpose [Server](#), database [Server](#), web [Server](#), e-mail [Server](#), print [Server](#) or file [Server](#), for other multi-user access purposes, or for any other similar resource sharing purpose.

#### 4.8 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.

#### 4.9 Software Assurance Lapse on Perpetual Licenses

Windows Enterprise Semi-Annual Channel must be uninstalled on any [Licensed Device](#) if Software Assurance coverage lapses. If the [Licensed Device](#) was assigned a perpetual Windows Enterprise license, Customer may install on the Licensed Device the version of Windows Enterprise Long Term Servicing Channel that is current at the time of the lapse.

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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

#### 2. Product Conditions

<b>Prior Version:</b> Windows MultiPoint Server 2012 (12/12)	<b>Product Pool:</b> 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 (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

#### 3. Use Rights

<b>License Terms:</b> <a href="#">Universal</a> ; <a href="#">Server/CAL</a>	<b>Product-Specific License Terms:</b> All editions	<b>Additional Software:</b> All editions
<b>Client Access Requirements:</b> All editions	<b>External User Access Requirements:</b> CAL	<b>Included Technologies:</b> N/A
<b>Notices:</b> <a href="#">Internet-based Features</a> , <a href="#">H.264/MPEG-4 AVC and/or VC-1</a>		

##### 3.1 Server Software Access

Base Access License	Windows Server 2019 Remote Desktop Services CAL and Windows Server 2019 CAL	Windows Server 2019 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 2019 Active Directory Rights Management Services CAL

###### Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to <a href="#">Appendix A</a> )
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##### 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 (or later). 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	<a href="#">Disaster Recovery</a> : All editions	Fail-Over Rights: N/A
License Mobility: N/A	<a href="#">Migration Rights</a> : <a href="#">Product Term - October 2016</a>	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 2019 Active Directory Rights Management Services CAL	10/18	1	2	1				P	A	A	AO,ST
Windows Server 2019 CAL	10/18	1	2	1				P		A	AO,ST
Windows Server 2019 Remote Desktop Services CAL (Device and User)	10/18	1	2	1				P	A	A	A, AO,ST
Windows Server 2019 Remote Desktop Services External Connector	10/18	75	113	38	OM			OM, P	A	A	A
Windows Server 2019 Datacenter (2-packs of Core Licenses)	10/18	10	25	15	OM			OM, P	A	A	A
Windows Server 2019 Datacenter (16-packs of Core Licenses)	10/18	75	188	113	OM			OM, P	A	A	A
Windows Server 2019 Essentials	10/18	5	10	5				P		A	A
Windows Server 2019 Standard (2-packs of Core Licenses)	10/18	1	3	2				P	A	A	A
Windows Server 2019 Standard (16-packs of Core Licenses)	10/18	15	38	23	OM			P	A	A	A
Windows Server 2019 Active Directory Rights Management Services External Connector	10/18	125	188	63	OM			OM, P	A	A	A
Windows Server 2019 External Connector	10/18	25	38	13	OM			OM, P	A	A	A
Windows Server ESU (Standard and Datacenter)									A		A

*Note: Windows Server licenses (core, and base and additive CALs and SLs) purchased through CSP are subject to different terms as set forth in the [Server Subscriptions for Azure](#) section of these Product Terms.*

### 2. Product Conditions

Prior Version: Windows Server 2016 (10/16)	Product Pool: Server	Down Editions: Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms – September 2018)
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	<a href="#">Qualified User Exemption</a> : External Connectors	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: <a href="#">Universal</a> ; <a href="#">Per Core/CAL</a> – All editions (except Essentials), <a href="#">Specialty Servers</a> – Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
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Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	Included Technologies: N/A
Notices: <a href="#">Internet-based Features</a> , <a href="#">H.264/MPEG-4 AVC and/or VC-1</a> , <a href="#">Malware Protection</a>		

### 3.1 Server Software Access

Base Access License	Windows Server 2019 CAL Microsoft 365 F1 User SL	Windows Server Subscription for Azure CAL CAL Equivalent License (refer to <a href="#">Appendix A</a> )
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*\*As an exception, users do not need Windows Server CALs when accessing the server software solely to sync between an Active Directory infrastructure running on Customer’s Licensed Servers and Azure Active Directory.*

#### 3.1.1 Additional Functionality Associated with Windows Server 2019 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License	Windows Server 2019 Remote Desktop Services CAL	Windows Server 2019 Remote Desktop Services User SL
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*\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

#### 3.1.2 Additional Functionality Associated with Windows Server 2019 Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) User SL CAL Equivalent License (refer to <a href="#">Appendix A</a> )
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#### 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 CAL Equivalent License (refer to <a href="#">Appendix A</a> )	Azure Active Directory Premium (P1 and P2) User SL
-------------------------	---	--

*\*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 2019 External Connector
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#### 3.2.1 Additional Functionality Associated with Windows Server 2019 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License	Windows Server 2019 Remote Desktop Services External Connector
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*\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

#### 3.2.2 Additional Functionality Associated with Windows Server 2019 Rights Management Services External Connector License

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services External Connector
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#### 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
-------------------------	--

*\*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 2019 Essentials

#### 3.3.1 Limitations on Use

- At any one time, Customer may use a [Running Instance](#) of the server software in each of the [Physical OSE](#) and in one [Virtual OSE](#).
- Customer must run the server software within a domain where the Server’s Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a [Virtual OSE](#), the Instance in the [Physical OSE](#) may be used only to run hardware virtualization software, provide hardware virtualization



services, or run software to manage and service [Operating System Environment](#) on the [Licensed Server](#). That Instance does not need to meet the requirements in (i) through (iv) above.

### 3.3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2019 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

### 3.3.3 Windows Server 2019 Essentials Connector

Customer may install and use the Windows Server 2019 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

### 3.3.4 Windows Server 2019 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2019 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2019 Active Directory Rights Management Services functionality.

## 3.4 Windows Server Containers without Hyper-V isolation with Windows Server 2019 Standard and Datacenter

Customer may use any number of [OSEs](#) instantiated as [Windows Server Containers without Hyper-V isolation](#) on the [Licensed Server](#).

## 3.5 Additional Software for Windows Server 2019

AD Migration Tool	GBUNIECN.EXE Utility	
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## 4. Software Assurance

<a href="#">SA Benefits</a> : Server	<a href="#">Disaster Recovery</a> : All editions	Fail-Over Rights: N/A
<a href="#">License Mobility</a> : External Connector only	<a href="#">Migration Rights</a> : Refer <a href="#">Product List - October 2013 and March 2014</a> (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); <a href="#">Product List - June 2015</a> (Forefront Identity Manager 2010 R2); <a href="#">Product Terms - October and December 2016</a>	Roaming Rights: N/A
<a href="#">Self Hosting</a> : All editions (except Essentials)	SA Equivalent Rights: N/A	

### 4.1 Microsoft Azure Hybrid Benefit for Windows Server

Refer to [Section 8. Microsoft Azure Hybrid Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

### 4.2 Semi-Annual Channel Releases

Customers with active SA on either Windows Server Standard or Datacenter [Licenses](#), and on Windows Server Base Access [Licenses](#) and Windows Server Additive Access [Licenses](#) (as appropriate) may install and use Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

### 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 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 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.

### 4.4 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

### 4.5 Windows Virtual Desktop for Windows Server

Refer to the Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#) for rights to access Windows Virtual Desktop Windows Server virtual machines.

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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. This provision does not apply to Azure Reservations.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's 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.
- User SLs are priced monthly.

## Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by 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, if Customer elects annual invoicing, the portion of the Monetary Commitment allocated annually through the Enrollment term.

**Azure Reservations** means an advanced purchase of eligible Microsoft Azure Services for a specified term and region (e.g. Reserved VM Instances, Reserved Software Instances, etc.).

**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. Other than Azure Stack Hub, 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 during the term of the subscription for its use of eligible Microsoft Azure Services.

## 2. Subscription Term

Except as described below for Azure Reservations, Customer may only subscribe to Microsoft Azure Services (including Microsoft Azure Services Plans) for a subscription term that ends on the end date of Customer's Enrollment ("coterminous"). Customer must have at least two months remaining in its Enrollment term in order to subscribe to Microsoft Azure Services. Customer's access to a given Azure Spot virtual machine is temporary and may be interrupted at any time. Customer may elect to be notified immediately prior to workload interruption.

## 3. Purchasing Services

Microsoft Azure Services may be purchased in one or a combination of the following ways:

- Monetary Commitment:** Customer will have access to its entire Monetary Commitment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Monetary Commitment on an annual basis, Customer will have access to an Allocated Annual Commitment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Monetary Commitment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual Commitment will be forfeited on the

following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its Monetary Commitment or reducing its Allocated Annual Commitment for any future Enrollment anniversary. Customer's reseller (if any) must process reductions with Microsoft prior to the next anniversary.

- B. **Consumption:** Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
- C. **Microsoft Azure Services Plan:** Customer 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.
- E. **Azure Reservations:** Azure Reservations are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure Reservations expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure Reservations. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Reservations. Azure Reservation pricing will be based on the available pricing at the time of each purchase.
- F. **Azure Spot:** Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Spot virtual machines. Azure Spot pricing is demand-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments.

#### 4. Pricing

Microsoft may offer lower prices to Customer (or Customer's reseller) for individual Microsoft Azure Services during Customer's Enrollment term on a permanent or temporary (promotional) basis.

#### 5. Payment and Fees

- A. **Using Monetary Commitment:** Each month, Microsoft will deduct from Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).
- B. **Invoicing Monetary Commitment:** If Customer elects the Fully Prepaid Option, Monetary Commitment will be invoiced immediately. If Customer elects the Annually Prepaid Option, 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.
- C. **Invoicing Monetary Commitment Overage:** If Customer's usage is higher than either its Monetary Commitment under the Fully Prepaid Option or its Allocated Annual Commitment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer (or its reseller) at the end of each Enrollment month.
- D. **Consumption Invoicing:** If Customer provisions Microsoft Azure Services without a Monetary Commitment, it (or its reseller) will be invoiced monthly at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to Customer (or its reseller) at then-current Consumption Rates on a monthly basis.
- E. **Azure Services Plan Invoice:** 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 Monetary Commitment can be applied to such usage.
- F. **Azure Reservations:** The purchase of Azure Reservations will be deducted automatically from any available Monetary Commitment. If Customer has used all of its Monetary Commitment or if the cost of Azure Reservations exceeds the available Monetary Commitment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure Reservations Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure Reserved Instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure Reserved Instances for software do not include the cost of compute.

#### 6. Azure Reservation Options

The following options apply to Azure Reservations Customer has purchased.

- A. **Exchange:** is an option that allows Customer to apply the monetary value of a remaining Azure Reservation term to the purchase of one or more new Azure Reservations of equal or greater monetary value for the same service.
- B. **Cancel:** is an option that allows Customer to receive a prorated refund based on a remaining Azure Reservation term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently \$50,000 per year).
- C. **Assignment:** allows Customer to apply an Azure Reservation to a single (scoped) subscription of the enrollments/account(shared).

#### 7. Open License, Open Value and Open Value Subscription Programs

##### 7.1 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.

## 7.2 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.

## 8. Microsoft Azure Hybrid Benefit

### 8.1 Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines on Microsoft Azure and pay for the cost of compute only (the "Base Instance"). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server under this benefit. Customer may not concurrently allocate Windows Server Licenses to Azure Hybrid Benefit and assign the same Licenses to its Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate the same workloads to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

Except as provided below for Windows Server Datacenter Licenses allocated to Azure Dedicated Host, 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 on one Base Instance. Customer may use Standard or Datacenter software.

#### 8.1.1 Special Use Rights for Windows Server Datacenter Licenses

As exceptions to the general terms governing allocation of licenses and use of Windows Server under the Azure Hybrid Benefit for Windows Server:

- **Unlimited Virtualization Rights on Azure Dedicated Host.** Customer may use Windows Server in any number of Base Instances on an Azure Dedicated Host Server, provided Customer allocate Windows Server Datacenter Licenses with SA for all of the Physical Cores available to Customer on that Azure Dedicated Host Server. Concurrent use on Azure Dedicated Host and Customer's Licensed Servers is limited to the same 180 day migration period.
- **Dual Use Rights on Azure Shared Servers.** When exercised in connection with Datacenter Licenses with SA, the Azure Hybrid Benefit for Windows Server provides rights to simultaneously deploy and use the software on Azure shared Servers and on Licensed Servers in Customer's data centers.

### 8.2 Microsoft Azure Hybrid Benefit for SQL Server

Under the Microsoft Azure Hybrid Benefit for SQL Server, for each SQL Server License covered with SA ("Qualified License"), Customer may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more Licenses must be allocated for each service.

Qualified License	Microsoft Azure Data Service <sup>1</sup>	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:4 vCores
	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – Business Critical	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:4 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:1 vCore
	SQL Server Enterprise Virtual Machines	1 Core License <sup>2</sup> :1 vCPU
SQL Server Standard (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	SQL Server Standard Virtual Machines	1 Core License <sup>2</sup> :1 vCPU

<sup>1</sup>Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.

<sup>2</sup>Subject to a minimum of four Core Licenses per Virtual Machine.

With Azure Hybrid Benefit for SQL Server, customers will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). Customers must indicate that they are using Azure SQL Database (Managed Instance, Elastic Pool, and Single Database), Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure. Customers may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.

Customer may not concurrently allocate a [License](#) to Azure Hybrid Benefit for SQL Server and assign the same [License](#) to (a) shared servers under License Mobility through Software Assurance or (b) a [Licensed Server](#), except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure.

On the earlier of completion of migration to Azure or 180 days from the start of migration, [Licenses](#) will be deemed “assigned to Azure”. Customer may later reassign [Licenses](#) back to its [Licensed Servers](#) or to shared servers under License Mobility through Software Assurance, provided [Licenses](#) remain assigned to Azure for a minimum of 90 days.

### 8.2.1 SQL Server Fail-over Rights

When allocating SQL Server [Licenses](#) for use with a SQL Server Virtual Machine under the Azure Hybrid Benefit for SQL Server, Customer is entitled to:

- One [Fail-over OSE](#) for any purpose, including high availability; and
- One [Fail-over OSEs](#) specifically for disaster recovery purposes.

Customer may also run [Primary Workload](#) and its disaster recovery [Fail-over OSE](#) simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted [Fail-over OSE](#):

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

[Fail-over OSEs](#) permitted for disaster recovery must be asynchronous and manual. The number of licenses that otherwise would be required for a [Fail-over OSE](#) must not exceed the number of licenses required for the corresponding [Primary Workload](#). [Fail-over OSEs](#) may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

### 8.2.2 SQL Server Enterprise Core Unlimited Virtualization Rights on Azure Dedicated Host

As an exception to the general terms governing allocation of [Licenses](#) and use of SQL Server under the Azure Hybrid Benefit for SQL Server, Customer may use SQL Server in any number of Virtual Machines on an Azure Dedicated Host Server, provided Customer allocates SQL Server Enterprise Core [Licenses](#) with SA for all of the [Physical Cores](#) available to Customer on that Azure Dedicated Host Server. Concurrent use on Azure Dedicated Host and Customer’s [Licensed Servers](#) is limited to the same 180 day migration period.

## 9. Windows Virtual Desktop

### 9.1 Windows Virtual Desktop for Windows 7 and Windows 10

Users licensed with Microsoft 365 E3/E5/F1/Business/A3/A5/Student Use Benefit, Windows 10 Enterprise E3/E5, Windows 10 Education A3/A5, or Windows VDA E3/E5 may access Windows Virtual Desktop (WVD) Windows 7 and Windows 10 virtual machines. WVD virtual machines do not count against a user’s device activation count limit.

### 9.2 Windows Virtual Desktop for Windows Server

Users licensed with RDS User CALs with SA or RDS User Subscription Licenses or using devices licensed with RDS Device CALs with SA may access Windows Virtual Desktop (WVD) Windows Server virtual machines.

## Microsoft Azure Services

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Azure Services*	1	OM			A	A	A	A	
Microsoft Translator API						A			

\*Also Available through Microsoft Customer Agreement

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	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 Use Benefit: N/A	True-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.

## Microsoft Azure Infrastructure Plans

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
IoT Suite Predictive Maintenance Plan 1	1					A		A	
IoT Suite Predictive Maintenance Plan 2	1					A		A	
IoT Suite Remote Monitoring Plan 1						A		A	
IoT Suite Remote Monitoring Plan 2						A		A	
Azure App Service Plan						A			
Azure Site Recovery (to Customer Owned Site)						A		A	
Microsoft Azure StorSimple Plan with Device (8100 device)						A		A	
Microsoft Azure StorSimple Plan with Device (8600 device)						A		A	
Microsoft Azure StorSimple Plan 8100 Renewal (no device)						A		A	
Microsoft Azure StorSimple Plan 8600 Renewal (no device)						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: Microsoft Azure StorSimple (see 2.2)	Reduction Eligible (SCE): All (except Azure RemoteApp)
Student Use Benefit: N/A	True-Up Eligible: N/A	Add-ons and From SA: N/A

#### 2.1 Microsoft Azure Stack Hub Plan

Customer may use Microsoft Azure Stack Hub on a [Licensed Server](#), provided it acquires a number of SLs equal to the number of [Physical Cores](#) on that [Server](#).

#### 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 G - 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. Microsoft Azure StorSimple 8100 and 8600 plans can be reduced at the next anniversary following 12 months of continuous usage.

## Microsoft Azure Support Plans

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
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	

\*Also available through Microsoft Customer Agreement and Reduction Eligible when acquired under that agreement.

### 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: Azure StorSimple Premium Support	Reduction Eligible: N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

## Microsoft Azure User Plans

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure Active Directory Premium Plan 1 (User SL)	1	OM				A		A,ST	
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A,ST	
Azure Advanced Threat Protection for Users (User SL)					P	A	A	A,ST	
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)					P	A	A	A,ST	
Azure Information Protection Premium Plan 1 (User SL)	1	OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 1 Add-on (User SL)						A			
Azure Information Protection Premium Plan 2 (User SL)		OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 2 Add-on (User SL)						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: See <a href="#">Appendix H</a>	True-Up Eligible: Azure Active Directory, Azure Advanced Threat Protection for Users, Azure Information Protection Premium	Add-ons and From SA: See <a href="#">Appendix C</a>

#### 2.1 Extended Use Rights for Azure Advanced Threat Protection for Users (AATP) Customers

Customer may also install and use Advanced Threat Analytics locally to manage client OSEs (or Server OSEs used as client OSEs) that are used solely by users to whom licenses are assigned. This right expires when Customer’s subscription expires.

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## Microsoft 365

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft 365 Business (User SL)									
Microsoft 365 Education A1 (Device SL)									
Microsoft 365 Education A3 (User SL)								EP	
Microsoft 365 Education A3 with Core CAL (User SL)								EP	
Microsoft 365 Education A5 (User SL)								EP	
Microsoft 365 E3 and E5 (User SL)						EO			
Microsoft 365 E3 and E5 Add-on (User SL)						EO			
Microsoft 365 E3 and E5 From SA (User SL)						EO			
Microsoft 365 F1 (User SL)						A			
Microsoft 365 A5 Compliance (User SL)								A,ST	
Microsoft 365 E5 Compliance (User SL)						A			
Microsoft 365 A5 Security (User SL)								A,ST	
Microsoft 365 E5 Security (User SL)						A			
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)						A			
Experts on Demand (SL)						A			

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All
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Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</a> , Experts on Demand See 2.4	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: All	Reduction Eligible (SCE): Microsoft 365 F1
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All (except From SA)	Add-ons and From SA: See <a href="#">Appendix C</a>

## 2.1 Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

### 2.1.1 Microsoft 365 Components

- For Microsoft 365 E3/E5 the components include Office 365 E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.
- For Microsoft 365 A3/A5 the components include Office 365 A3/A5, Enterprise Mobility + Security E3/E5, Windows 10 Education E3/E5 Per User, Windows 10 Education A3/A5 Per User, and Minecraft: Education Edition.
- For Microsoft 365 F1 the components include Office for the web, Enterprise Mobility + Security E3, and Windows 10 Enterprise E3.

### 2.1.2 License Assignment and Windows Use Rights

The use rights for the Windows component of Microsoft 365 licenses are modified as follows:

- [Licensed Users](#) are not required to be the [Primary User](#) of any device. [Licensed Users](#) may only run Windows Enterprise on devices with a Qualifying Operating System.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#)), rights to access and use remote virtualized instances of Windows only apply to [Licensed Users](#) that are the [Primary User](#) of a device licensed with a Qualifying Operating System.

### 2.1.3 Microsoft 365 F1

#### 2.1.3.1 License Eligibility

Microsoft 365 F1 licenses may only be assigned to users without a Dedicated Device. A Dedicated Device is a computing device used for work with a 10.1" screen or larger, used by the user more than 60% of the user's total work time during any 90-day period.

#### 2.1.3.2 Windows 10 Use Rights

The use rights for the Windows component of Microsoft 365 F1 licenses are further modified as follows:

- The Windows component of Microsoft 365 F1 operates as an Online Service, and is not a successor to any prior version of the Windows desktop operating system.
- Rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSC, do not apply.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#)), rights to access and use virtualized instances of Windows do not apply.
- Rights to install and use MDOP do not apply.

Customer must use Azure Active Directory-based activation. United States Government Community Cloud customers may use KMS activation in lieu of Azure AD-based activation.

#### 2.1.3.3 Smartphone and Tablet Devices

Each Microsoft 365 F1 user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.1" diagonally or less.

## 2.2 Extended Use Rights for Microsoft 365 E3/E5

### 2.2.1 Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5 User SL or [External Users](#).

Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

### 2.2.2 Office Professional Plus

#### 2.2.2.1 Microsoft 365 From SA User SLs:

For each Licensed User to whom customer assigns a Microsoft 365 From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.



### 2.2.2.2 Microsoft 365 User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Microsoft 365 User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

## 2.3 Microsoft 365 Business Use Rights

Customer may not provision more than 300 user subscription licenses. The Use Rights for the Windows component of Microsoft 365 Business are modified as follows:

- Windows Business operates as an Online Service and is not a successor to any prior version of the Windows desktop operating system.
- Rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSC, do not apply.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services Product](#) entry), rights to access and use virtualized instances of Windows do not apply.

## 2.4 Experts on Demand

Microsoft Threat Experts Customers are eligible to purchase Experts on Demand subscriptions. Customer will be assigned 2 credits on the 1st of each month, which may be used to submit questions; unused credits expire 90 days from date of assignment or at the end of the subscription term, whichever is shortest.

## 2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

### 2.5.1 Microsoft 365 A1 (Device SL)

#### 2.5.1.1 Term

The term of the Microsoft 365 A1 (Device SL) is six years from the date of order. If the license extends beyond the expiration of Customer's volume license agreement under which the M365 A1 (Device SL) was purchased, the terms of such agreement will survive as necessary for the duration of the M365 A1 (Device SL).

#### 2.5.1.2 Cancellation and Reassignment

The M365 A1 (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the M365 A1 (Device SL) was previously assigned to.

#### 2.5.1.3 Window 10 Versions

Microsoft 365 Education A1 includes an upgrade to Windows 10 Pro Education for devices licensed with Windows 7 Professional, Windows 8/8.1 Pro, and Windows 10 Pro.

### 2.5.2 Microsoft 365 A3/A5 (User SL)

#### 2.5.2.1 Office Servers

Customers licensing all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) with Microsoft 365 A3/A5 (User SL) under an Enrollment for Education Solutions (any version) may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 A3/A5 User SL or [External Users](#).

Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

#### 2.5.2.2 Microsoft 365 A3 with Core CAL

Microsoft 365 A3 with Core CAL is available only as a replacement for Education Desktop with Core CAL.

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# Enterprise Mobility + Security

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Enterprise Mobility + Security E3 (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 (User SL)		OM					A	EP,AS,ST	
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 Add-on (User SL)		OM					A	EP,AS,ST	

Enterprise Mobility + Security E3 From SA (User SL)					EO			
Enterprise Mobility + Security E5 (User SL)	1	OM			P	EO		
Enterprise Mobility + Security A5 (User SL)		OM					A	EP,AS,ST
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO		
Enterprise Mobility + Security A5 Add-on (User SL)		OM					A	EP,AS,ST
Enterprise Mobility + Security E5 From SA (User SL)						EO		

## 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): N/A
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All	Add-ons and From SA: See <a href="#">Appendix C</a>

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# Server Subscriptions for Azure

## 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SQL Server Standard (2 pack of Core Licenses)									
SQL Server Enterprise Core (2 pack of Core Licenses)									
SQL Server Big Data Node (2 pack of Core Licenses)									
Windows Server Standard (8 pack of Core Licenses)									
Windows Server CAL									
Windows Server Remote Desktop Services CAL (User)									
Windows Server Active Directory Rights Management Services CAL									

The above licenses will be additionally available through Microsoft Customer Agreement.

## 2. Product Conditions

Terms of Service: <a href="#">OST</a> (when deployed on Customers Servers: <a href="#">Universal</a> , <a href="#">Per Core</a> – SQL, <a href="#">Per Core/CAL</a> – Windows Server)	Product Pool: N/A	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: 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 Version Upgrade Rights

Customers with Server Subscriptions for Azure may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. Similarly, CAL and External Connector License Subscriptions for Azure permit access to new versions of the corresponding software released during the subscription period.

### 2.2 Deployment Options for Windows Server

#### 2.2.1 Using the Software on Microsoft Azure

If Customer uses Windows Server Virtual Machines on Microsoft Azure, Customer will not be charged for the usage of Windows Server but it must still pay for the cost of compute (the “Base Instance”). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server on Azure. Each set of 16 core licenses 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 entitles use on up to 8 additional Virtual Cores on one Base Instance. During the term of its subscription, Customer may also use RDS CAL Subscriptions for Azure with Windows Server on Azure to permit access to RDS functionality or a graphical user interface hosted on Windows Server using RDS functionality or other technology.

#### 2.2.2 Using the Software on Customer’s Servers

Alternatively, Customer may use Windows Server on Customer’s [Licensed Servers](#). Except as provided in the “Moving Server Workloads to Azure” section, licenses may not be concurrently allocated to Azure. Windows Server Standard Subscription [Licenses](#), and Subscription CALs and External Connector [Licenses](#) provide the same rights as other volume licensing Windows Server Standard core licenses, CALs and External Connector Licenses, respectively, subject to the same terms and conditions as stated in “Use Rights” in the Windows Server product entry of the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the

rights provided to SA customers under Self-Hosting, Disaster Recovery, and for Semi-Annual Channel releases (subject to availability). Use of the software is subject to the same terms and conditions.

### 2.2.3 Moving Server Workloads to Azure

Customer may not concurrently allocate Subscription Licenses to Azure and Customer's Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate workloads from Licensed Servers to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

## 2.3 Deployment Options for SQL Server

### 2.3.1 Using the Software on Microsoft Azure

Customer may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Subscription Licenses to consume two or more Microsoft Azure Data Services, a separate set of licenses must be allocated for each service.

Qualified License	Microsoft Azure Data Service <sup>1</sup>	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:4 vCores
	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – Business Critical	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:4 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:1 vCore
	SQL Server Enterprise Virtual Machines	1 Core License <sup>2</sup> :1 vCPU
SQL Server Standard (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	SQL Server Standard Virtual Machines	1 Core License <sup>2</sup> :1 vCPU

<sup>1</sup>Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.

<sup>2</sup>Subject to a minimum of four Core Licenses per Virtual Machine.

Customer will not be charged for the usage of a Microsoft Azure Data Service, but it must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with its use of the services (as applicable). Customer must indicate that it is using Azure SQL Database (Managed Instance, Elastic Pool and Single Database), Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure. Customers may supplement these workloads running with fully metered Azure services.

### 2.3.2 SQL Server Fail-over Rights

When allocating SQL Server Subscription Licenses for use with a SQL Server Virtual Machine on Azure, Customer is entitled to:

- One Fail-over OSE for any purpose, including high availability; and
- One Fail-over OSEs specifically for disaster recovery purposes.

Customer may also run Primary Workload and its disaster recovery Fail-over OSE simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. The number of licenses that otherwise would be required for a Fail-over OSE must not exceed the number of licenses required for the corresponding Primary Workload. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

### 2.3.3 Using the Software on Customer's Servers

Alternatively, Customer may use SQL Server on Customer's Licensed Servers. In this case, SQL Server Standard and SQL Server Enterprise Core Subscription Licenses provide the same rights as other volume licensing SQL Server Standard and SQL Server Enterprise core licenses, respectively, subject to the same terms and conditions as stated in "Use Rights" in the SQL Server product entry in the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers under Self-Hosting, Disaster Recovery, License Mobility across Server Farms, Fail-over Rights, and Unlimited Virtualization\* as well as rights to use Machine Learning Server for Windows\*, Machine Learning Server for Linux\*, Machine Learning for Hadoop\*, and Power BI Report Server\*. Use of the software is subject to the same terms and conditions.

\*Subject to availability. Rights applicable for SQL Server Enterprise Core customers only.

### 2.3.4 Moving Server Workloads to Azure

Customer may not concurrently allocate Licenses for use on Azure and assign the same License to one of Customer’s Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed “assigned to Azure”. Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

### 2.3.5 SQL Server Enterprise Core Unlimited Virtualization Rights on Azure Dedicated Host

As an exception to the general terms governing allocation of Licenses and use of SQL Server under the Azure Hybrid Benefit for SQL Server, Customer may use SQL Server in any number of Virtual Machines on an Azure Dedicated Host Server, provided Customer allocates SQL Server Enterprise Core Subscription Licenses for all of the Physical Cores available to Customer on that Azure Dedicated Host Server. Concurrent use on Azure Dedicated Host and Customer’s Licensed Servers is limited to the same 180 day migration period.

## 2.4 SQL Server Big Data Nodes

Customer’s use of SQL Server Big Data Node is governed by the Use Rights for SQL Server Enterprise Core in the SQL Server product entry, supplemented as follows. Customer may use SQL Big Data Node Instances only with a Master Node. A “Master Node” is an OSE licensed by Customer to run SQL Server Standard Core or SQL Server Enterprise Core under Licenses with SA or with equivalent subscription rights. The following SA rights additionally apply to Customer’s use of SQL Server Big Data Nodes used on a Licensed Server: Unlimited Virtualization. As an alternative to deploying the software on Licensed Servers, Customer may allocate Big Data Node Licenses to Microsoft Azure (one License per vCPU and minimum of four Licenses per virtual machine) and run Big Data Node software on Azure virtual machines.

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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	CSP
Dynamics 365 Business Central Premium/Essentials/Team Member (User SL)									
Dynamics 365 Business Central Premium/Team Members Cloud Add-on (User SL)									
Dynamics 365 Business Central Device (Device SL)									
Dynamics 365 Customer Insights						A			
Dynamics 365 Customer Insights Additional Profiles						A			
Dynamics 365 Operations Device (Device SL)						A		A,ST	
Dynamics 365 Operations Device Add-on (Device SL)						A		A,ST	
Dynamics 365 Operations Device From SA (Device SL)						A		A,ST	
Dynamics 365 Operations Activity (User SL)						A		A,ST	
Dynamics 365 Operations Activity Add-on (User SL)						A		A	
Dynamics 365 Operations Activity From SA (User SL)						A			
Dynamics 365 Operations Order Lines						A		A,ST	
Dynamics 365 Customer Service Enterprise (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 Customer Service Enterprise (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 Customer Service Professional (User SL)				UC		A,UC		A,ST	
Dynamics 365 Customer Service Insights (User SL)						A		A,ST	
Dynamics 365 Customer Service Insights Additional Cases						A		A,ST	
Dynamics 365 eCommerce Tier						A		A,ST	
Dynamics 365 eCommerce Tier Overage						A		A,ST	
Dynamics 365 eCommerce Recommendations						A		A,ST	
Dynamics 365 eCommerce Ratings and Reviews						A		A,ST	
Dynamics 365 Commerce Cloud Scale Unit						A		A,ST	
Dynamics 365 Field Service (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 Field Service (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 Human Resources (User SL)						A		A,ST	
Dynamics 365 Human Resources Self Serve (User SL)						A		A,ST	
Dynamics 365 Human Resources Sandbox						A		A,ST	
Dynamics 365 Human Resources from SA (User SL)						A			
Dynamics 365 Marketing						A		A,ST	

Dynamics 365 Marketing Additional Contacts				A		A,ST	
Dynamics 365 Marketing Additional Non-Production Application				A		A,ST	
Dynamics 365 for Project Service Automation(User SL)	1		UC	A,UC	A	A,ST	
Dynamics 365 Supply Chain Management (User SL)				A		A,ST	
Dynamics 365 Supply Chain Management Add-on (User SL)				A		A,ST	
Dynamics 365 Supply Chain Management From-SA (User SL)				A		A,ST	
Dynamics 365 IoT Intelligence Scenario				A		A,ST	
Dynamics 365 IoT Intelligence Additional Machines				A		A,ST	
Dynamics 365 Finance (User SL)				A		A,ST	
Dynamics 365 Finance Add-on (User SL)				A		A,ST	
Dynamics 365 Finance From-SA (User SL)				A		A,ST	
Dynamics 365 Commerce (User SL)				A		A,ST	
Dynamics 365 Commerce Add-on (User SL)				A		A,ST	
Dynamics 365 Commerce From SA (User SL)				A		A,ST	
Dynamics 365 Sales Enterprise (User SL)	1		UC	A,UC	A	A,ST	
Dynamics 365 Sales Enterprise (Device SL)			UC	A,UC	A	A,ST	
Dynamics 365 Sales Professional (User SL)				A		A,ST	
Dynamics 365 Sales Insights (User SL)				A		A,ST	
Dynamics 365 Team Members (User SL)	1		UC	A,UC	A	A,ST	
Dynamics 365 Team Members Add-on (User SL)			UC	A,UC		A,ST	
Dynamics 365 Team Members From SA (User SL)				A,UC		A,ST	
Dynamics 365 - Additional Customer Engagement Portal			UC	A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Portal Page Views			UC	A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Production/Non-Production Instance			UC	A,UC	A	A,ST	
Dynamics 365 - Additional Customer Engagement Database Storage			UC	A,UC	A	A	
Common Data Service for Apps Database Capacity				A		A	
Common Data Service for Apps File Capacity				A		A	
Common Data Service for Apps Log Capacity				A		A	
Dynamics 365 - Additional Customer Engagement Social Posts			UC	A,UC	A	A	
Dynamics 365 for Field Service - Resource Scheduling Optimization				A		A	
Dynamics 365 Call Intelligence				A		A	
Dynamics 365 Remote Assist				A			
Dynamics 365 Layout				A			
Dynamics 365 Guides				A		A	
Dynamics 365 Unified Operations Plan - Additional Database Storage				A		A	
Dynamics 365 Unified Operations Plan - Additional File Storage				A		A	
Dynamics 365 Unified Operations – Additional Database Capacity				A		A	
Dynamics 365 Unified Operations – Additional File Capacity				A		A	
Dynamics 365 Unified Operations Plan - Sandbox Tiers 1-5				A		A,ST	
Dynamics 365 Pro Direct Support			UC	A,UC	A	A,ST	
Chat for Dynamics 365 Customer Service (Dynamics 365 for Customer Service Chat)(User SL)			UC	A,UC		A,ST	
Chatbot Sessions			UC	A,UC		A,ST	
Dynamics 365 Digital Messaging				A		A,ST	
Dynamics 365 Customer Service Chat			UC	A,UC		A,ST	
Dynamics 365 Customer Service Chat Capacity			UC	A,UC		A,ST	
Dynamics 365 Additional Asset Management			UC	A,UC		A	
PowerApps Portals login capacity add-on			UC	A,UC		A	
PowerApps Portals page view capacity add-on			UC	A,UC		A	
Microsoft Relationship Sales solution/Plus				A			
Microsoft Forms Pro				A		A,ST	
Dynamics 365 Fraud Protection				A		A	
Dynamics 365 Fraud Protection Additional Assessments				A		A	

Dynamics 365 Virtual Agent for Customer Service					A		A	
Dynamics 365 Chat Session Add-On for Virtual Agent					A		A	

## 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All, except Microsoft Relationship Sales
Migration Rights: N/A	Prerequisite: Team Member SLs, From SA User SLs, Add-on User SLs, Marketing Attach, Sales Insights, Call Intelligence, Chat for Dynamics 365, Customer Service Messaging, Customer Insights Attach User SLs	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All, except Microsoft Relationship Sales	Reduction Eligible (SCE): All, except Microsoft Relationship Sales
Student Use Benefit: N/A	True-Up Eligible: All	Add-ons and From SA: See <a href="#">Appendix C</a>

### 2.1 Unified Service Desk (USD)

Customers with active Dynamics 365 Sales Enterprise and Customer Service Enterprise subscriptions may install and use USD software for each user. Dedicated [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause.

### 2.2 Dynamics CustomerSource

Customers with active Dynamics 365 subscriptions may access and use CustomerSource.

### 2.3 Dynamics 365 Plan for Government

Dynamics 365 Supply Chain Management, Finance, and Commerce are not available in Dynamics 365 Plan for Government.

### 2.4 Embedded editions of Dynamics 365 Services

Embedded editions of certain Dynamics 365 Services are available through the Microsoft Cloud Agreement. If Customers acquire and use Embedded editions as part of an [Embedded Unified Solution](#), they may not separate the Embedded SL Product from the [Embedded Unified Solution](#) or use it with other applications.

### 2.5 Prerequisites for Dynamics 365 Team Member SLs

Only customers licensed for Dynamics 365 user SLs other than the Team Members SL may acquire Dynamics 365 Team Members SLs.

### 2.6 Prerequisites for Dynamics 365 for Marketing Attach, Additional Contacts, and Additional Marketing Instances

Only customers licensed for 10 or more seats of Customer Service Enterprise, Customer Service Professional, Sales Enterprise, Sales Professional, Field Service, Project Service Automation, Finance, Supply Chain, or Commerce may acquire Dynamics 365 for Marketing Attach.

### 2.7 Prerequisites for Dynamics 365 Sales Insights

Only users licensed for Dynamics 365 Sales Enterprise or, Microsoft Relationship Sales may be assigned Dynamics 365 Sales Insights SLs.

### 2.8 Prerequisites for Dynamics 365 Call Intelligence

Customer must be licensed with one or more Dynamics 365 Sales Insights SLs before it can acquire Dynamics 365 Call Intelligence SLs.

### 2.9 Team Members License Features for Existing Customers

Existing customers with Team Members licenses acquired prior to October 1, 2018 may use existing and newly acquired Team Members licenses in accordance with the service description at <http://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Team-Members-Grandfathering.pdf> through the duration of their existing subscription term and any subsequent subscription term begun prior to July 1, 2020, or through June 30, 2023, whichever is earlier.

### 2.10 Prerequisites for Dynamics 365 Customer Insights Attach

Only customers licensed for Dynamics 365 Marketing, 20 or more SLs for Dynamics 365 Sales Enterprise, or 20 or more SLs for Dynamics 365 Customer Service Enterprise may acquire a Dynamics 365 Customer Insights Attach license.

### 2.11 Dynamics 365 Pro Direct Support

Customer must acquire enough Dynamics 365 Pro Direct Support licenses to cover each Dynamics 365 per user license on its agreement, up to a maximum of 250 licenses.

### 2.12 Prerequisites for attach user subscription licenses

Dynamics 365 attach user SLs may only be assigned to users with qualifying application licenses.

### 2.13 Prerequisites for Chat for Dynamics 365

Only users licensed for Dynamics 365 Customer Service Enterprise may be assigned a Chat for Dynamics 365 License.

## 2.14 Prerequisites for Dynamics 365 for Customer Service Messaging

Only users licensed for Dynamics 365 Customer Service Enterprise may be assigned a Dynamics 365 Customer Service Messaging license.

## 2.15 Prerequisites for Dynamics 365 IoT Intelligence Scenario

Only users licensed for Dynamics 365 Supply Chain Management may be assigned a Dynamics 365 IoT Intelligence Scenario license.

## 2.16 Prerequisites for Dynamics 365 eCommerce, Cloud Scale Unit, Recommendations, and Ratings & Reviews

Only customers licensed for Dynamics 365 Commerce may be assigned a Dynamics 365 eCommerce, Cloud Scale Unit, Recommendations, Ratings & Reviews SKU.

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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	CSP
Office 365 Business (User SL)		OM			OM, P		A		
Office 365 ProPlus (User SL)	2	OM			OM, P	E	A	EP,EO,ST	
Office 365 ProPlus From SA (User SL)						E			
Office 365 ProPlus (Device SL)								AP	
Office 365 Multi-Geo Add-on (User SL)						A			
Visio Online Plan 1	1	OM			OM, P	A	A	A,ST	
Visio Online Plan 2		OM			OM, P	A	A	A,ST	
Visio Online Plan 2 Add-on (User SL)						A			
Visio Online Plan 1 and 2 From SA (User SL)						A			

### 2. Product Conditions

Terms of Service: <a href="#">QST</a>	Product Pool: All - Applications, except Office 365 Multi-Geo - Server	Extended Term Eligible: Visio Online
Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</a>	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): Visio Online
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All (except From SA)	Add-ons and From SA: See <a href="#">Appendix C</a>

#### 2.1 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.

#### 2.2 Open Value Subscription Migration Period

For each unit of Office 365 ProPlus, E3/E5, or A3/A5 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.

#### 2.3 Deployment Rights for Visio

Visio Online Plan 2 users may install and use a single copy of either Visio Standard 2016 or Visio Professional 2016, or a prior version of the Visio software as follows:

- if the user is licensed for Office Standard or Office Professional Plus<sup>1</sup>; and
- only on the device on which Office is installed on.

<sup>1</sup>Users licensed for Office Professional Plus under a Microsoft 365 From SA User SL are eligible for this right.

#### 2.4 Multi-Geo Capabilities in Office 365

Multi-Geo Capabilities in Office 365 subscriptions are subject to the following:

- a. A minimum of 500 Office 365 Services subscriptions per Customer;
- b. A minimum of 5% of the Office 365 Services subscriptions within a tenant have a corresponding Multi-Geo Capabilities in Office 365 subscription; and
- c. Except for the initial provisioning of a Multi-Geo Capabilities in Office 365 subscription, Geo moves per month are limited to the lesser of (i) 4,000 or (ii) 5% of Customer’s Multi-Geo Capabilities in Office 365 subscriptions.

For this clause Office 365 Services means Online Services that include one of the following; F1, E1, E3, and E5 versions of Office 365 or Microsoft 365 or Plans 1 or 2 of Exchange Online, OneDrive for Business or SharePoint Online.

**2.5 Academic Programs**

The following applies to customers in Academic Volume Licensing Programs:

**2.5.1 Office 365 ProPlus Device SL in EES**

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) in EES are eligible to acquire Office 365 ProPlus Device SLs for the same number of Office 365 ProPlus User SLs licensed by the Institution and may install them on any device within the Institution’s Organization, including, but not limited to, any open access lab or library devices.

**2.5.2 Lab and Library Use in OVS-ES**

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) in OVS-ES may install Office Professional Plus 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.

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## Office 365 Suites

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business Essentials (User SL)		OM			OM, P		A		
Office 365 Business Premium (User SL)		OM			OM, P		A		
Office 365 A1 (User SL)	1						A	A,ST	
Office 365 A3 (User SL)	(1)						A,EO	AS,EP	
Office 365 A5 (User SL)	(1)							AS,EP	
Office 365 A5 Add-on (User SL)								AO,EO,ST,AS	
Office 365 E1 and E3 (User SL)	1	OM		UC	EO,OM, P	EO,UC			
Office 365 E1 and E3 Add-on (User SL)	1			UC	OW	EO,UC			
Office 365 E1 and E3 From SA (User SL)						EO,UC			
Office 365 E5 (User SL)	1			UC		EO,UC			
Office 365 E5 Add-on (User SL)					OW	EO			
Office 365 E5 From SA (User SL)						EO,UC			
Office 365 E3 without ProPlus Add-on (User SL)						EO,UC			
Office 365 F1 (User SL)	1			UC		A,UC			

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: All Application and Server (E1 and F1 Server only), MPSA – All Application only	Extended Term Eligible: E1/E3/E5, A3/A5, F1
Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</a>	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: E1/E3/E5, A3/A5, F1	Reduction Eligible (SCE): F1
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: E1/E3/E5 (except From SA), F1	Add-ons and From SA: See <a href="#">Appendix C</a>

**2.1 Office 365 F1 – License Eligibility**

Office 365 F1 licenses may only be assigned to users without a Dedicated Device. A Dedicated Device is a computing device used for work with a 10.1” screen or larger, used by the user more than 60% of the user’s total work time during any 90-day period.

**2.2 Smartphone and Tablet Devices**

Each Office 365 A1, E1, F1, and Business Essentials user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.1” diagonal or less.



### 2.3 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

#### 2.3.1 Extended Use Rights for Office Professional Plus

Each [Licensed User](#) assigned an Office 365 A3/A5 User SL may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

#### 2.3.2 Extended Use Rights for Office 365 ProPlus

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.

#### 2.3.3 Lab and Library Use

Institutions with Office 365 A3/A5 User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install Office Professional Plus 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. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

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## Microsoft Stream

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Stream (User SL)					P	A		A,ST	
Microsoft Stream Storage Add-on (500GB)					P	A		A,ST	

### 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: All	

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## Microsoft MyAnalytics

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft MyAnalytics (User SL)							A	A,ST	

### 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	CSP
Office 365 Advanced Compliance (User SL)		OM		UC	P	A,UC	A	A,ST	

### 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	CSP
Exchange Online Plan 1 (User SL)		OM		UC	OM, P	A,UC			
Exchange Online Plan 1 Add-on (User SL)		OM		UC	P	A,UC	A		
Exchange Online Plan 1A for Alumni (User SL)								A	
Exchange Online Plan 2 (User SL)	1	OM		UC	P	A,UC	A		
Exchange Online Kiosk (User SL)				UC		A,UC			
Exchange Online Archiving for Exchange Online (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Archiving for Exchange Server (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Protection (User SL)		OM		UC	OM, P	A,UC	A	A	
Office 365 Advanced Threat Protection (User SL)		OM		UC	P	A,UC	A	A,ST	
Office 365 Data Loss Prevention (User SL)						A			
Office 365 Threat Intelligence (User SL)		OM			P	A		A,ST	
Import Service for Office 365						A			

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All
Migration Rights: <a href="#">Product List - March 2014</a> (Exchange Hosted Archive)	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All	Add-ons and From SA: See <a href="#">Appendix C</a>

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## OneDrive for Business

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
OneDrive for Business Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			

### 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: All	

## Project

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Project Online Essentials (User SL)	1	OM			P	A,UC	A	A,ST	
Project Online Essentials Add-on (User SL)						A,UC			
Project Plan 1 (User SL)		OM			P	A,UC	A	A,ST	
Project Plan 1 Add-on (User SL)						A,UC			
Project Online Plan 3 (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Plan 3 Add-on (User SL)						A,UC			
Project Online Plan 3 From SA (User SL)						A,UC			
Project Online Plan 5 (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Plan 5 Add-on (User SL)						A,UC			
Project Online Plan 5 From SA (User SL)						UC			

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</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 (except From SA)	Add-ons and From SA: See <a href="#">Appendix C</a>

#### 2.1 Deployment Rights for Project

Project Plan 3 or Project Plan 5 users may install and use a single copy of either Project Standard 2016, Project Professional 2016 or a prior version of Project software as follows:

- a. if the user is licensed for Office Standard or Office Professional Plus<sup>1</sup>; and
- b. only on the device on which Office is installed on.

<sup>1</sup>Users licensed for Office Professional Plus licensed under the Microsoft 365 From SA User SL are eligible for this right.

#### 2.2 Geographic Availability

Project Plan 1 is not available in France and South Korea.

## SharePoint Online

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SharePoint Online Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			
SharePoint Online Plan 1 Add-on (User SL)						A			
Office 365 Extra File Storage 1 GB (Add-on SL)	1	OM		UC	P	A,UC	A	A,ST	

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</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	Add-ons and From SA: See <a href="#">Appendix C</a>

## Audio Services

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Skype for Business Online Plan 2 (User SL)	1	OM		UC	OM, P	A,UC			
Phone System (User SL)		OM		UC	P	A,UC		A,ST	
Phone System From SA (User SL)						A			
Audio Conferencing (User SL)		OM		UC	P	A,UC	A	A,ST	
Audio Conferencing for India Based Users (User SL)									
Audio Conferencing for India Based E5 Users Add-on (User SL)									
Calling Plan (User SL)				UC		A,UC		A,ST	
Common Area Phone (Device SL)						A,UC		A,ST	
Communication Credits						A,UC			
Meeting Room (Device SL)						A		A,ST	

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See <a href="#">Appendix C</a>	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Communication Credits)	Reduction Eligible (SCE): All (except for Communication Credits)
Student Use Benefit: N/A	True-Up Eligible: All (except for Communication Credits)	Add-ons and From SA: See <a href="#">Appendix C</a>

#### 2.1 Skype Mac

Skype for Business Online Plan 2 requires the separate purchase and installation of Skype for Business 2019 to access the complete feature set of Skype for Business Online Plan 2.

#### 2.2 Communication Credits

Communication Credits require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Communication Credits are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

#### 2.3 Audio Conferencing for India-Based Users

Beginning August 1, 2019, an Audio Conferencing for India-Based Users subscription is required for users located in the Republic of India to use Audio Conferencing.

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## Workplace Analytics

### Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Workplace Analytics (User SL)	1					A			

### 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: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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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	CSP
Bing Maps Known 100 User (SL)	50				P	A			
Bing Maps Known 5K User (SL)	200				P	A			
Bing Maps Light Known 500 User (SL)	1				P	A			
Bing Maps Light Known 5K User (SL)	125				P	A			
Bing Maps Transactions 100K (SL)	75				P	A			
Bing Maps Transactions 500K (SL)	75				P	A			
Bing Maps Transactions 1M (SL)	200				P	A			
Bing Maps Transactions 2M (SL)	200				P	A			
Bing Maps Transactions 5M (SL)	200				P	A			
Bing Maps Transactions 10M (SL)	200				P	A			
Bing Maps Transactions 30M (SL)	200				P	A			
Mobile Asset Management Platform (SL)	25				P	A			
Mobile Asset Management Per Asset (SL)	1				P	A			
Mobile Asset Management Distance Matrix Per Asset Automatic					P	A			
Mobile Asset Management Distance Matrix Per Asset Manual					P	A			
Mobile Asset Management Truck Routing Per Asset					P	A			
Mobile Asset Management Drive Analytics Per Asset					P	A			

#### 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: 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 Transactions SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Transactions SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

##### 2.2 Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset
- Drive Analytics Per Asset

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## Microsoft Power Platform

#### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
AI Builder capacity add-on						A		A,ST	
Power Automate per business process (User SL)						A		A,ST	
Power Automate per user (User SL)						A		A,ST	
Common Data Service for Apps Database Capacity						A		A	
Common Data Service for Apps File Capacity						A		A	

Common Data Service for Apps Log Capacity					A		A	
PowerApps per app plan					A		A,ST	
PowerApps per user plan (User SL)					A		A,ST	
PowerApps Portals login capacity add-on			UC		A,UC		A	
PowerApps Portals page view capacity add-on			UC		A,UC		A	
PowerApps & Power Automate capacity add-on			UC		A,UC		A	
Power BI Premium EM1					A			
Power BI Premium EM1 A							A,ST	
Power BI Premium EM2					A			
Power BI Premium EM2 A							A,ST	
Power BI Premium EM3					A			
Power BI Premium EM3 A							A,ST	
Power BI Premium P1					A			
Power BI Premium P2					A			
Power BI Premium P3					A			
Power BI Premium P4					A			
Power BI Premium P5					A			
Power BI Premium Promo					A			
Power BI Pro	1	OM		UC	OM, P	A,UC		
Power BI Pro A	1	OM					A	A,ST
Power Virtual Agents						A		A

## 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Server	Extended Term Eligible: Power Automate, Power Apps
Migration Rights: N/A	Prerequisite: 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: Power Automate, Power Apps	

### 2.1 Power BI Report Server – Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of [Instances](#) of the Power BI Report Server software in a [Physical OSE](#) or [Virtual OSE](#) on a Server dedicated to Customer’s user or a [Virtual OSE](#) on shared servers on Microsoft Azure Services only. Dedicated [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause. Customer may run the Power BI Report Server software in a Physical or [Virtual OSE](#) with up to the number of cores included under its Power BI Premium P plan. If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs an additional subscription license for each additional [Hardware Thread](#) mapped to that [Virtual Core](#).

### 2.2 Power BI Report Server – Sharing Content

A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

### 2.3 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one [OSE](#) on a [Server](#) dedicated to Customer’s use for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. Dedicated [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause.

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## GitHub Offerings

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
GitHub Actions						A			
GitHub Advanced Security (User SL)						A			
GitHub Enterprise (User SL)						A			
GitHub Insights (User SL)						A			
GitHub Packages						A			

## 2. Product Conditions

Terms of Service: <a href="#">OST</a>	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	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	

### 2.1 GitHub Enterprise

Customer’s Licensed Users may access and use both the GitHub Enterprise Cloud online service (formerly known as Business Cloud) and GitHub Enterprise Server on-premises software (formerly known as GitHub Enterprise or GHE), as included in GitHub Enterprise.

### 2.2 GitHub Actions and GitHub Packages

Customer may acquire these services only if it has also acquired User SLs for GitHub Enterprise or an offering that includes GitHub Enterprise.

### 2.3 GitHub Advanced Security and GitHub Insights

Customer may acquire either or both GitHub Advanced Security and GitHub Insights User SLs for its [Licensed Users](#) of GitHub Enterprise or an offering that includes GitHub Enterprise (“Customer’s GitHub Enterprise Users”) provided that it acquires User SLs for such service(s) for all of Customer’s GitHub Enterprise Users.

### 2.4 Training and Evaluation

Notwithstanding any terms to the contrary in Customer’s volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

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## Microsoft Kaizala Pro

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Kaizala Pro (User SL)	1					EO, A		A,ST	

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	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	

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## Microsoft Cloud App Security

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Cloud App Security (User SL)	1	OM			P	A	A	A,ST	

### 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: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All	

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## Microsoft Graph data connect for ISVs

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Graph data connect for ISVs (SL)						A			

### 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: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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## Microsoft Intune

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Intune (User SL)	1	OM			P	A	A		
Microsoft Intune Add-on (User SL)	1	OM			P	A	A	A,ST	
Microsoft Intune for Devices (Device SL)		OM			P	A			
Microsoft Intune User SL Add-on Extra Storage 1 GB	1					A		A,ST	
Microsoft Intune for EDU (Device SL)							A,EO		
Microsoft Intune for EDU (User SL)								A,ST	
Microsoft Intune for EDU Add-on (User SL)							A	A,ST	

### 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 (except Microsoft Intune for EDU (Device SL))	Reduction Eligible (SCE): N/A
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: All	Add-ons and From SA: See <a href="#">Appendix C</a>

#### 2.1 Microsoft Intune for EDU (Device SL)

##### 2.1.1 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 Customer's volume license agreement under which the Intune Device SL was purchased, the terms of such agreement will survive as necessary for the duration of the Intune Device SL.

##### 2.1.2 Cancellation and Reassignment

The Microsoft Intune for EDU (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the Intune Device SL was previously assigned to.

#### 2.2 Microsoft Intune (Device SLs)

Microsoft Intune for Devices is a new Intune service. Microsoft Intune (Device SLs), as an alternative to User SLs, are no longer available. Customers with existing Microsoft Intune (Device SLs) can continue to use them subject to the Use Rights in the October 2018 OST. The service may be used under Microsoft Intune (Device SLs) acquired via true-up rights subject to those same Use Rights.

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## Microsoft Learning

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Learning Imagine Academy	75						A	A	
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A	
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75						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: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: 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 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	CSP
Minecraft: Education Edition	1							AO,ST	

### 2. Product Conditions

Terms of Service: <a href="#">OST</a>	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: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: See <a href="#">Appendix H</a>	True-Up Eligible: N/A	

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## Visual Studio with GitHub Enterprise

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Visual Studio Enterprise with GitHub Enterprise (User SL)						A,SP			
Visual Studio Professional with GitHub Enterprise (User SL)						A			
GitHub Enterprise for Visual Studio Enterprise (User SL)						A			
GitHub Enterprise for Visual Studio Professional (User SL)						A			

## 2. Product Conditions

<a href="#">Terms of Service: OST</a>	<a href="#">Product Pool: Application</a>	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
<a href="#">Qualified User Exemption: All</a>	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

### 2.1 GitHub Enterprise

The [Licensed User](#) may access and use both the GitHub Enterprise Cloud online service and GitHub Enterprise Server on-premises software as included in GitHub Enterprise as set forth in the [Online Services Terms](#).

### 2.2 GitHub Enterprise Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

### 2.3 Visual Studio License Terms

The [Licensed User](#) may use Visual Studio Enterprise or Visual Studio Professional, respectively, as set forth in the Visual Studio Product Entry subject to the same terms and conditions.

### 2.4 GitHub Enterprise for Visual Studio Licenses

Customer may purchase GitHub Enterprise for Visual Studio Licenses for any of its Visual Studio Enterprise or Professional [Licensed Users](#) with active Visual Studio subscriptions.

### 2.5 Step-Up Licenses

Customer is eligible to purchase Visual Studio Enterprise with GitHub Enterprise Step-up Licenses as provided in [Appendix B – Software Assurance](#), "Step-up License Availability" for any of its Visual Studio Professional with GitHub Enterprise [Licensed Users](#).

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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.

**Add-ons and From SA:** Indicates the Product is available as an Add-on, and/or From SA. Refer to [Appendix C - Online Services Add-ons & Other Transition Licenses](#) for details.

**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 as described in the Product entry.

**Included Technologies:** Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

**License Mobility:** Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of [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 F – 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 a ratio of 1:15 or 1:40 Students per [Education Qualified User](#) or [Knowledge Worker](#) (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in [Appendix H – Student Use Benefits and Academic Programs](#). Such Student Licenses may not be counted toward minimum order requirements. The License Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

**Suite:** A Product that is comprised of components that are also licensed separately. A suite is licensed under a single [License](#) that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

**True-Up Eligible:** An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

**UTD Discount:** An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a [License](#) for the corresponding qualifying Product.

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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 and must be ordered organization-wide.

**AF = Additional Product Faculty:** The Product is offered as an Additional Product for the School program and must be licensed on an Organization-wide basis covering all Faculty and Staff.

**AP = Additional Product in EES 2017:** The Product is offered as an Additional Product for the Enrollment for Education Solutions (with a publication date on or after October 2017).

**AS = Additional Product School:** The Product is offered as an Additional Product for the School program only.

**E = Enterprise Product:** The Product is offered as an Enterprise Product, but not a desktop.

**ED = Education Desktop:** The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions (with a publication date prior to October 2017) and Open Value Subscription – Education Solutions and must be licensed on an Organization-wide basis covering all Faculty and Staff.

**EO = Enterprise Online Service:** The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

**EP = Education Platform Product:** The Product is offered as an Education Platform Product under the Enrollment for Education Solutions (with a publication date on or after October 2017) and must be licensed on an Organization-wide basis covering all [Education Qualified Users](#) or [Knowledge Workers](#) or for the full Student Count.

**OM = Open Minimum:** Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

**OW = Organization-wide:** Available under the Organization-wide option.

**P = Non-Organization Wide in Open Value:** The Product is offered on a non-Organization Wide basis in Open Value.

**S = Student Offering School Only:** The Product is offered as a Student Offering under School Program only and must be ordered for the full Student Count.

**SD = School Desktop Platform Product:** The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under School Program. An SD is counted as three units.

**ST = Student Offering:** The Product is offered as a Student Offering and must be ordered for the full Student Count.

**SP = Server and Tools Product:** The Product is a server and tools product offered under the Server and Cloud Enrollment.

**UC = United States Government Community Cloud Service:** The Online Service is offered as a Government Community Cloud (U.S. only) Service. For UC availability for Online Service suites, refer to the Program Availability table for each of the suite's components.

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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.

**CSP = Microsoft Cloud Agreement:** Microsoft Cloud Agreement is used in the Cloud Solution Provider program.

**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 on conjunction with a base [CAL](#).

**Additive External Connector License** means an [External Connector License](#) that must be used in conjunction with a base [External Connector License](#).

**Authorized Outsourcer** means any third party service provider that is not a [Listed Provider](#) and is not using [Listed Provider](#) as a Data Center Provider as part of the outsourcing service.

**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](#).

**Data Center Provider** means an entity that provides infrastructure or software services, directly or indirectly, to another service provider. Microsoft may also serve as a Data Center Provider through Microsoft Azure.

**Education Qualified User** means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

**Embedded Unified Solution** means a business application developed by Customer's Reseller that the Reseller licenses to Customer that adds significant and primary functionality to an Embedded SL Product.

**External Connector License** means a License assigned to a **Server** 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 employees, onsite contractors or onsite agents of Customer or its Affiliates.

**Fail-over OSE** means an OSE (or in the context of Azure Hybrid Benefit, a SQL Server Virtual Machine) in which passive Instances of the server software are running in anticipation of a fail-over event.

**Government Community Cloud (U.S. only)** means Online Services that are available exclusively to the Community. Use Rights for government community cloud services are equivalent to those of their standard multitenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

**Graduate** means a Student who has (1) completed a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

**Hardware Thread** means either a **Physical Core** or a hyper-thread in a **Physical Processor**.

**High Performance Computing (HPC) Workload** means a workload where the server software is used to run a **Cluster Node** and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a **Cluster Node** for the purpose of supporting the **Clustered HPC Applications**.

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

**Knowledge Worker** means any employee (including a Student employee), contractor, or volunteer of or for the Institution who uses a Product or Qualified Device for the benefit of the institution or within the user's relationship with the Institution. This definition does not include users of any Product identified in the Product Terms as excluded from the definition of Knowledge Worker.

**License** means the right to download, install, access and use a Product.

**Licensed Device** means a single physical hardware system, dedicated to Customer's use, to which a **License** is assigned. Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the **Outsourcing Software Management** clause. 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 <https://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-license-mobility> 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. Dedicated **Servers** that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the **Outsourcing Software Management** clause. For purposes of this definition, a hardware partition or blade is considered to be a separate **Server**.

**Licensed User** means the single person to whom a **License** is assigned.

**Listed Providers** include entities identified by Microsoft at <http://aka.ms/listedproviders>. Microsoft may identify additional **Listed Providers** at <http://aka.ms/listedproviders> from time to time; however, if Customer is using an outsourcer at the time its **Authorized Outsourcer** status is terminated, then Customer may temporarily continue to use the same entity in its former **Authorized Outsourcer** capacity for one year from the date of that change in status.

**Management License (ML)** means a License that permits management of one or more **OSEs** by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any **OSE** accessed by one user; an OSE Management License permits management of one **OSE** accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any **OSE** on one device.

**Management License Equivalent License** means a User SL identified in a Product's "Management License" table, or a **CAL** suite or **SL**, as identified in 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.

**Primary User** means the user who uses a **Licensed Device** more than 50% of the time in any 90 day period.

**Primary Workload** means either an **OSE** in which Instances of the server software are running under the "Use Rights" section of a product entry or, in the context of Azure Hybrid Benefit rights, a SQL Server Virtual Machine.

**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.

**Student** means any individual enrolled in any educational institution that is part of Institution's Organization whether on a full-time or part-time basis.

**Student Qualified Device** means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

**Virtual Core** means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

**Virtual OSE** means an **OSE** that is configured to run on a virtual hardware system.

**Web Workload** (also referred to as "**Internet Web Solutions**") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees.

Software in Internet Web Solutions is used to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions; or
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

**Windows Server Container with Hyper-V isolation** (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one **Virtual OSE**.

**Windows Server Container without Hyper-V isolation** (formerly known as, Windows Server Container) is a feature of Windows Server software.

**Windows Software Components** means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debghelp.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](#).

Servers	Office 365 Enterprise/Education			Core CAL				Enterprise CAL				Enterprise Mobility + Security		Microsoft 365 Education			Microsoft 365				
	E1	E/A3	E/A5	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	E3	E5	A3 with Core CAL	A3	A5	F1	E3	E5
<b>Exchange Server 2019 Standard</b>																					
<a href="#">Base</a>																					
<a href="#">Additive</a>																					
<b>Exchange Server 2019 Enterprise</b>																					
<a href="#">Base</a>																					
<a href="#">Additive</a>																					
<b>SharePoint Server 2019</b>																					
<a href="#">Base</a>																					
<a href="#">Additive</a>																					
<b>Microsoft Audit and Control Management Server 2013</b>																					
<a href="#">Base</a>																					
<b>Skype for Business Server 2019</b>																					
<a href="#">Base</a>																					
<a href="#">Additive(Ent)</a>																					
<a href="#">Additive (Pls)</a>																					
<b>Windows MultiPoint Server 2016 Premium (Academic only)</b>																					
<a href="#">Base</a>																					
<a href="#">Additive</a>																					
<b>Windows Server 2019 Standard</b>																					
<a href="#">Base</a>																					
<a href="#">Additive (RMS)</a>																					
<a href="#">Additive (MIM)</a>																					
<b>Windows Server 2019 Data Center</b>																					
<a href="#">Base</a>																					
<a href="#">Additive (RMS)</a>																					
<a href="#">Additive (MIM)</a>																					
<b>Advanced Threat Analytics 2016</b>																					
<a href="#">Management</a>																					
<b>System Center Configuration Manager 1606</b>																					
<a href="#">Management</a>																					
<b>System Center Endpoint Protection 1606</b>																					
<a href="#">Management</a>																					
<b>System Center Service Manager</b>																					
<a href="#">Management</a>																					

**Note:** Note: Office 365 A1, Microsoft 365 A1, and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. With the exception of Advanced Threat Analytics 2016 and System Center Configuration Manager 1606, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in this table. 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), within 90 days from the date of purchase as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 or 2019 from an OEM may acquire SA for Microsoft Office Standard in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Customers who acquire SQL Server 2017 from an OEM prior to March 31, 2020 may acquire Software Assurance for SQL Server within 90 days of the OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

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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 L SKUs must buyout their [Licenses](#) before they can renew SA.

### Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual [License](#) and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the

day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

### Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

**Transitioning between User and Device CALs:** Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

**Transitioning between User and OSE Client MLs:** Customers renewing SA for client MLs can switch between User and OSE.

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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
<a href="#">New Version Rights</a>	X	X	X
<a href="#">Office for the web, Office Online Server</a>	X		
<a href="#">Planning Services</a>	X		X
<a href="#">Enterprise Source Licensing Program</a>		X	
<a href="#">Enterprise Sideload</a>		X	
<a href="#">Windows Thin PC</a>		X	
<a href="#">Microsoft Desktop Optimization Pack (MDOP)</a>		X	
<a href="#">Windows Virtual Desktop Access (VDA)</a>		X	
<a href="#">Training Vouchers</a>	X	X	

<a href="#">Home Use Program</a>	X		
<a href="#">24x7 Problem Resolution Support</a>	X	X	X
<a href="#">Microsoft Dynamics CustomerSource</a>			X
<a href="#">Step-Up License</a>	X		X
<a href="#">Servers – Disaster Recovery Rights</a>			X
<a href="#">License Mobility</a>			X
<a href="#">Servers – Self Hosted Applications</a>			X
<a href="#">Windows SA per User Add-on Purchase Rights</a>		X	
<a href="#">Windows to Go</a>		X	
<a href="#">Virtualization Rights for Windows and Windows Embedded Desktops</a>		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	1
Microsoft Dynamics 365 Customer Service CAL, Microsoft Dynamics 365 Sales CAL, Dynamics 365 Operations Server, Microsoft Dynamics 365 Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2
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, Microsoft Dynamics 365 Operations 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

**Office for the web services and Office Online Server**

Users of a device licensed with the qualifying applications may access Office for the web services and Office Online Server for editing documents from the [Licensed Device](#). The Primary User of the [Licensed Device](#) may access Office for the web services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard	Office for the web
Office 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 for the web services.

**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	1
Microsoft Dynamics 365 Customer Service CAL, Microsoft Dynamics 365 Sales CAL, Dynamics 365 Operations Server, Microsoft Dynamics 365 Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2013 and Microsoft Dynamics CRM Server	25

2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 Operations CAL	
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, System Center 2012 Datacenter Server Management License (2-processor)	75

**Note:** For SQL CALs, see the CAL Suites table in this section

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 <https://www.microsoft.com/licensing/licensing-programs/software-assurance-planning-services-overview>.

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 250-2,399	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,400-5,999	30 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 may include, but are not limited to, Microsoft Official Learning Products either provided directly from Microsoft, through a Microsoft authorized Learning Product reseller or through a Microsoft Partner in the Learning Program (Microsoft Learning Partner).
- Services provided by Microsoft Partners in the Learning Program are provided under an agreement between Customer and the qualified Microsoft Partner.
- Instructor led courses delivered through a Microsoft Learning Partner 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.
- 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.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Vouchers used to purchase Microsoft Official Learning Products may not be transferred or sold.
- 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.
- Microsoft Official Learning Products available may change at any time without notice.
- The amount of days required to purchase a Microsoft Official Learning Product may change at any time.

**Microsoft Home Use Program**

The Microsoft Home Use Program provides Customer’s employees the right to acquire Microsoft products or services made available through the Microsoft Home Use Program website(s). Customer’s employees may choose to purchase from either the Online Services or Software option.

**Online Services**

The threshold requirement for participation in the Microsoft Home Use Program, for purchase of Online Services, is waived for Customers with SAM coverage for the Application pool. Customer’s employees may acquire a single subscription of either Office 365 Home or Office 365 Personal through the Microsoft Home Use program website.

Office 365 Home or Office 365 Personal subscriptions acquired through the Microsoft Home Use Program website may currently be renewed at the then current Microsoft Home Use Program price regardless of employment or Customer’s SAM coverage status.

**Software**

Customer’s employees, who are users of the licensed qualifying desktop applications identified in the table below may acquire a single License for the corresponding 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 Software Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding qualifying desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the qualifying desktop application, or upon the employee’s installation and use of any prior or later version of that qualifying desktop application pursuant to a Home Use Program license.

Qualifying Desktop Application	Corresponding Home Use Program License
Visio Standard 2013/2016/2019 Visio Professional 2013/2016/2019	Visio Professional 2019 HUP
Project Standard 2013/2016/2019 Project Professional 2013/2016/2019	Project Professional 2019 HUP

The terms of use for products and services acquired through the Home Use Program software are between Microsoft and Customer’s employee and are accessed through the Microsoft Home Use Program website(s).

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Microsoft may terminate a customer's participation in the Microsoft Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Microsoft Home Use Program website in connection with that customer's program code.

For more information on the Microsoft Home Use Program, refer to <http://www.microsoft.com/licensing> or <https://businessstore.microsoft.com/store/home-use-program>.

### 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	S Fr. 33,000	S Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	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 660,000	RUB 6,600,000

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: Customer's business is substantially functioning with minor or no impediments of services.	1st response in one business day or less based on support offering Effort during Business Hours only	Accurate contact information on case owner Responsive within one business day.

1 Contact Microsoft representative for local business hours.

2 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 Unified Support, 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 or Unified Support 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	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If 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](#).

### 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 Team Members On-premises CAL	Microsoft Dynamics 365 Sales On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Customer Service On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Operations Activity On-premises CAL
Microsoft Dynamics 365 Operations Activity On-premises CAL	Microsoft Dynamics 365 Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL 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](#). Any dedicated [Server](#) used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

### Permitted Use of Backup Instances

The backup [Instance](#) can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days;
- During a disaster, while the production [Server](#) being recovered is down; and
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery [Server](#).

### Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup [Instances](#) run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in "Permitted Use of Backup Instances" above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

### Requirements for Disaster Recovery Use

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The [OSE](#) on the disaster recovery [Server](#) must not be running at any other times except as above.
- The [OSE](#) on the disaster recovery [Server](#) may not be in the same cluster as the production [Server](#).
- Use of the software backup [Instance](#) should comply with the [License Terms](#) for the software.
- Once the disaster recovery process is complete and the production [Server](#) is recovered, the backup [Instance](#) must not be running at any other times except those times allowed here.
- Maintain SA coverage for all [CALs](#), External Connector licenses and Server [Management Licenses](#) under which it accesses the backup instance and manage the [OSEs](#) in which that software runs.
- Customer's right to run the backup [Instances](#) ends when Customer's Software Assurance coverage ends.

### Additional Permitted Use of Windows Server

- Other than backup instances run on Microsoft Azure Services, Windows Server [License](#) is not required for the disaster recovery [Server](#) if the following conditions are met:
  - The Hyper-V role within Windows Server is used to replicate [Virtual OSEs](#) from the production [Server](#) at a primary site to a disaster recovery [Server](#).
  - The disaster recovery [Server](#) may be used only to
    - run hardware virtualization software, such as Hyper-V,
    - provide hardware virtualization services,
    - run software agents to manage the hardware virtualization software,
    - serve as a destination for replication,
    - receive replicated [Virtual OSEs](#), test failover,
    - await failover of the [Virtual OSEs](#), and
    - run disaster recovery workloads as described above.
  - The disaster recovery [Server](#) may not be used as a production [Server](#).

## License Mobility

### License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its [Licenses](#) which are designated as having License Mobility and for which it has SA to any of its [Licensed Servers](#) located within the same [Server Farm](#) as often as needed. Customer may also reassign these [Licenses](#) from one [Server Farm](#) to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

### License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its [Licenses](#) which are designated as having [License Mobility](#) for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

### Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;

- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its [OSEs](#) that it uses on shared servers; and/or
- Manage its [OSEs](#) that it uses on its servers using software that it runs on shared servers.

#### Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its [OSEs](#) on shared servers under the terms of its volume licensing agreement;
- Deploy its [Licenses](#) only with Microsoft Azure Services or qualified [License Mobility through Software Assurance Partner](#); and
- Complete and submit the License Mobility 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. License Mobility through SA rights also apply to [Listed Providers' Servers](#) that are dedicated to Customer's use, subject to these same terms and conditions. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 core licenses 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 2019 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2019 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

#### Fail-over Rights

For SQL Server Instances run under License Mobility through SA rights, Customer may run passive fail-over [Instances](#) in one [OSE](#) on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over [Instances](#) must not exceed the number of licenses required to run the corresponding production [Instances](#) on the same partner's shared servers.

#### Servers – Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

#### Requirements

Customer must have the required Microsoft [Licenses](#) and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access [Licenses](#) used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for [Self Hosting](#) under these License Terms.

Customer may use Self-Hosted Applications in conjunction with License Mobility through Software Assurance rights to deliver the Unified Solution from shared servers. Because there is no [License Mobility](#) for Windows Server, 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 on shared servers.

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. Any dedicated [Server](#) used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

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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## Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for [Licenses](#) with SA coverage and equivalent Subscription Licenses.

### License Requirements

ESU Coverage is required for each core or server [License](#) assigned to the [Licensed Server](#), subject to the same license minimums. ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to Servers with active ESU coverage.

### Coverage Eligibility

For any given [Server](#), Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining at the beginning of the actual coverage period for each year of ESU coverage purchased (i.e., during year one, year two or year three).

### Use of Updated Software

Except as follows, server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

- i. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
- ii. Customer may apply updates provided under their ESU coverage to software Customer licenses and uses solely for development, test and related purposes under corresponding Developer edition licenses or Visual Studio subscriptions.
- iii. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack Hub.

### Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running on Authorized Services Providers' servers under License Included offerings.

"Authorized Services Providers" means services providers listed at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>.

"License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not bringing its own licenses (e.g., BYOL). Customer must acquire ESU licenses for all of the [Virtual Cores](#) in a [Virtual OSE](#) subject to a minimum of 16 for Windows Server and four for SQL Server.

### Azure Stack Hub Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack Hub. The requirements to purchase ESU coverage and to access updated server workloads only under CALs with SA coverage are waived solely with respect to SQL Server, Windows Server, and Windows 7 Instances Customer is running on Azure Stack Hub.

### 24x7 Problem Resolution Support

During the term of ESU coverage, Customer will be eligible to apply available 24x7 Problem Resolution Support incidents to the use of the covered version on its qualifying Servers. Qualifying Servers are [Licensed Servers](#) with active SA and ESU coverage and [Licensed Servers](#) also licensed for and running Azure Stack Hub.

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# Appendix C - Add-ons & Other Transition Licenses

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## Add-ons

Customer may acquire Add-ons subject to the following conditions:

- i. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
- ii. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in this Appendix
- iii. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

### Windows Desktop Operating System

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

Add-on User SL	Qualifying License(s)
Windows 10 Enterprise E3 Add-on	Windows 10 Enterprise/Education per device
Windows 10 Enterprise E5 Add-on	
Windows 10 User OLS Activation E3/E5 Add-on	Windows 10 Enterprise E3/E5
	Windows VDA E3/E5

### Microsoft Azure User Plans

Add-on User SL	Qualifying License(s)
Azure Information Protection Premium Plan 1/2 Add-on (User SL)	Enterprise CAL Suite
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)	Advanced Threat Analytics 2016 Client Management License per User

### Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3 Add-on (User SL)	Windows 10 Enterprise/Education E3 Per Device, and Core/Enterprise CAL Suite, and Office Professional Plus
	Windows 10 Enterprise E3 Per User with SA - From SA, and Enterprise Mobility + Security E3 From SA, and Office 365 E3 From SA
Microsoft 365 E5 Add-on (User SL)	SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus
	Windows 10 Enterprise E5 Per User with SA - From SA, and Enterprise Mobility + Security E5 From SA, and Office 365 (E5 & E4) From SA
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Office 365 E1/E3
Microsoft 365 A5 Security (User SL)	Microsoft 365 A3
	Windows 10 Education (A3 & E3) SL, and Enterprise Mobility + Security A3, and Office 365 A3
Microsoft 365 E5 Security (User SL)	Microsoft 365 E3
	Windows 10 Enterprise E3 Per User, and Enterprise Mobility + Security E3, and Office 365 E3
Microsoft 365 A5 Compliance (User SL)	Microsoft 365 A3

	Windows 10 Education (A3 & E3) SL, and Enterprise Mobility + Security E3, and Office 365 A3
Microsoft 365 E5 Compliance (User SL)	Microsoft 365 E3
	Windows 10 Enterprise E3 Per User, and Enterprise Mobility + Security E3, and Office 365 E3

## Enterprise Mobility + Security

Add-on User SL	Qualifying License(s)
Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on	Core CAL Suite
	Enterprise CAL Suite
	Core CAL Suite Bridge for Office 365
	Core CAL Suite Bridge for Office 365 and Microsoft Intune
	Enterprise CAL Suite Bridge for Office 365
	Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune

## Microsoft Dynamics 365 Services

Add-on User SL	Qualifying License(s)
Dynamics 365 Team Members Add-on	Dynamics 365 Team Members User CAL
Dynamics 365 Unified Operations - Device Add-on	Dynamics 365 Operations On-premises – Device CAL
Dynamics 365 Unified Operations - Activity Add-on	Dynamics 365 Operations On-premises – Activity User CAL
Dynamics 365 Supply Chain Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Finance Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Commerce Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Sales Professional Add-on	Dynamics 365 Sales User CAL
Dynamics 365 Sales Enterprise Add-on	Dynamics 365 Sales User CAL
Dynamics 365 Customer Service Professional Add-on	Dynamics 365 Customer Service User CAL
Dynamics 365 Customer Service Enterprise Add-on	Dynamics 365 Customer Service User CAL
Dynamics 365 Case Management GOVCON Add-on	Dynamics 365 Case Management User CAL
	Dynamics 365 Sales User CAL

## Office 365 Applications

Add-on User SL	Qualifying License(s)
Visio Online Plan 2 Add-on to Visio Professional	Visio Professional
Visio Online Plan 2 Add-on to Visio Standard	Visio Standard

## Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Add-on User SL	Qualifying License(s)
Office 365 E1 Add-on	Core CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security
Exchange Online Plan 1 Add-on	
Skype for Business Online Plan 1 Add-on	
SharePoint Online Plan 1 Add-on	
Office 365 E3 without ProPlus Add-ons	Core CAL Suite, or Enterprise CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security, or Enterprise CAL Suite Bridge for Enterprise Mobility + Security
Office 365 E4 without ProPlus Add-ons	
Office 365 A5 Add-on	Core CAL Suite and Office Professional Plus, or Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or Enterprise CAL Suite and Office Professional Plus, or Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus
Office 365 E3 Add-on	
Office 365 E4 Add-on	
Office 365 E5 Add-on	
Office 365 A5 Add-on	

Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)	Office Professional Plus
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## Office 365 Advanced Threat Protection

Add-on User SL	Qualifying License(s)
Office 365 Advanced Threat Protection	Microsoft 365 F1 or E3
	Office 365 F1, E1, or E3
	Exchange Online Plan 1 or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

## Office 365 Data Loss Prevention Add-on

Add-on User SL	Qualifying License(s)
Office 365 Data Loss Prevention Add-on	Microsoft 365 F1
	Office 365 F1 or E1
	Office 365 Business Essentials
	Exchange Online Kiosk, Plan 1, or Plan 2
	OneDrive for Business Plan 1
	SharePoint Online Plan 1 or Plan 2

## Office 365 Threat Intelligence

Add-on User SL	Qualifying License(s)
Office 365 Threat Intelligence	Microsoft 365 F1 or E3
	Office 365 F1, E1, or E3
	Office 365 Business Essentials
	Exchange Online Kiosk, Plan 1, or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

## Multi-Geo Capabilities in Office 365

Add-on User SL	Qualifying License(s)
Multi-Geo Capabilities in Office 365 Add-on	Microsoft 365 F1, E3 or E5
	Office 365 F1, E1, E3 or E5
	Exchange Online Kiosk, Plan 1 or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

## Audio Services

Add-on User SL	Qualifying License(s)
Audio Conferencing	Office 365 Business Essentials or Business Premium
	Office 365 E1 or E3
	Microsoft 365 E1 or E3
Audio Conferencing for India-Based Users	Office 365 Business Essentials or Business Premium
	Office 365 E1 or E3
	Microsoft 365 E1 or E3
Audio Conferencing for India-Based Users E5 Users Add-on	Office 365 E5
	Microsoft 365 E5

## Exchange Online

Add-on User SL	Qualifying License(s)
Exchange Online Plan 1 Add-on (User SL)	Exchange Standard CAL



Core CAL Suite
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## Project

Add-on User SL	Qualifying License(s)
Project Plan 3 Add-on	Project Professional
Project Plan 5 Add-on	
Project Plan 3 Add-on	Project Standard
Project Plan 5 Add-on	
Project Online Essentials Add-on	Project Server CAL
Project Plan 3 Add-on	
Project Plan 5 Add-on	

## SharePoint Online

Add-on User SL	Qualifying License(s)
SharePoint Online Plan 1 Add-on	SharePoint Standard CAL
	Core CAL Suite

## Skype for Business Online

Add-on User SL	Qualifying License(s)
Skype for Business Online Plan 1 Add-on	Skype for Business Standard CAL
	Core CAL Suite

## Microsoft Intune

Add-on User SL	Qualifying License(s)
Microsoft Intune Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite
Microsoft Intune for EDU Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite

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## From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

- i. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- ii. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in this Appendix
- iii. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring. 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.

As a one-time exception, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the [Windows Desktop Operating System](#) section 2.1.1.

## CAL Suites

From SA User SL	Qualifying License(s)
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Core/Enterprise CAL Suite Bridge for Office 365 From SA (User SL)	SA for Parent CAL Suite
Core/Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)	SA for Parent CAL Suite

## Windows Desktop Operating System

From SA User SL	Qualifying License(s)
Windows 10 Enterprise E3/E5 From SA (SL)	SA for the Windows Desktop Operating System

## Microsoft 365

To acquire a Microsoft 365 From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Microsoft 365. Microsoft 365 From SA User SLs provide the same SA Benefits as the From SA components of the Microsoft 365 From SA User SL The components of Microsoft 365 E3/E5 are Office 365 E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.

From SA User SL	Qualifying License(s)
Microsoft 365 E3/E5 From SA (User SL)	SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus

## Enterprise Mobility + Security

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Enterprise Mobility + Security From SA	Core CAL Suite	Core CAL Bridge for Enterprise Mobility + Security or Office 365 Enterprise/Government E1, E3, E5
	Enterprise CAL Suite	Enterprise CAL Bridge for Enterprise Mobility + Security or Office 365 Enterprise/Government E3, E5

## Microsoft Dynamics 365 Services

From SA User SL	Qualifying License(s)
Dynamics 365 Team Members From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics CRM CAL
	Dynamics 365 Team Members CAL
Dynamics 365 Operations - Device From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises Device CAL
	Dynamics 365 Operations - Activity From SA
Dynamics GP CAL	

	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises Activity CAL
Dynamics 365 Supply Chain Management From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Finance From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Commerce From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Human Resources From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Sales Professional From SA	Dynamics CRM CAL
	Dynamics 365 Sales CAL
Dynamics 365 Sales Enterprise From SA	Dynamics 365 Sales CAL
	Dynamics CRM CAL
Dynamics 365 Customer Service Professional From SA	Dynamics CRM CAL
	Dynamics 365 Customer Service CAL
Dynamics 365 Customer Service Enterprise From SA	Dynamics 365 Customer Service CAL
	Dynamics CRM CAL
Dynamics 365 Case Management GOVCON From SA	Dynamics CRM CAL
	Dynamics 365 Customer Service CAL
Dynamics 365 Business Central Essentials	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL

	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Premium	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Team Members	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL

## Office 365 Applications

From SA User SL	Qualifying License(s)
Office 365 ProPlus From SA	Office Professional Plus
Visio Online Plan 1 and 2 From SA	Visio Professional
Visio Online Plan 1 From SA	Visio Standard

## Office 365 Suites

Office 365 (E1, E3, E4, E5) From SA User SLs provide the same SA Benefits as the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Office 365 E1 From SA	Core CAL Suite	Core CAL Bridge for Office 365 or Enterprise Mobility + Security
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Core CAL Suite	
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Enterprise CAL Suite	Enterprise CAL Bridge for Office 365 or Enterprise Mobility + Security

## Phone System

From SA User SL	Qualifying License(s)
Phone System From SA	Skype for Business Server Plus CAL (Device and User)
	Skype for Business Plus CAL (User SL)

## Project

From SA User SL	Qualifying License(s)
Project Plan 1 From SA	Project Standard
	Project Server CAL
Project Plan 3 From SA	Project Professional

	Project Server CAL
Project Plan 5 From SA	Project Professional
	Project Server CAL

## Appendix D – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

### Microsoft Premier Support Offerings

Area <sup>1</sup>	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
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	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 <sup>2</sup> 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 1hour	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 <sup>2</sup> 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 <sup>1</sup>	1st call response in 2 hours or less Effort during Business Hours <sup>1</sup> only	Allocation of appropriate resources to sustain Business Hours <sup>1</sup> 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 <sup>1</sup>	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	Digital Advisory Connect	Digital Advisory Foundation	Digital Advisory Portfolio
SKU Product Family	9TH-xxxx	8A3-xxxx	9RO-xxxx

Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)			
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. Onsite visits of Microsoft resources must be mutually agreed, and Customer is responsible for reasonable travel and living expenses, as determined by the Digital Advisor.

## 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 Pro5 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 E – 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 F – Promotions

## Security and Compliance Promotion for Microsoft 365 F1

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Customers may acquire the Security and Compliance promotion for Microsoft 365 F1 for its Microsoft 365 F1 licensed users, provided all of the Customer's users with Dedicated Devices have either Microsoft 365 E5 licenses or both the Microsoft 365 E5 Security and Microsoft 365 E5 Compliance licenses. A Dedicated Device is a computing device used for work with a 10.1" screen or larger, used by the user more than 60% of the device's total use time during any 90-day period. The Security and Compliance promotion for Microsoft 365 F1 offer includes Microsoft 365 E5 Security, Microsoft 365 E5 Compliance, Office 365 Data Loss Prevention, Exchange Online Archiving, OneDrive for Business, and eDiscovery Search, Hold, and Export for SharePoint Online.

## Windows 7 ESU Promotion for Windows E5, M365 E5, and M365 E5 Security Users

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Users licensed with Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs through an Enterprise Agreement or Enterprise Agreement Subscription as of January 14, 2020 ("Qualified Users") may use up to five simultaneous devices to run a local OSE covered by Windows 7 ESU for 2020 or access virtual OSEs covered by Windows 7 ESU for 2020 without the need for a Windows 7 ESU license. Customer may acquire Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for Microsoft 365 licenses for such devices without the need to acquire the 2020 ESU license if the devices were used solely by Qualified Users for the duration of the ESU 2020 coverage period. These devices must be assigned ESU licenses for all respective years if used by any users not currently licensed with Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs.

# Appendix G - Storage Array and Azure Data Box Terms

This Appendix G includes the additional or alternative terms that apply to hardware Products that are identified in this Appendix G. If there is a conflict between the provisions of this Appendix G and that of the Product Terms, this Appendix G shall govern and control for that hardware Product.

## 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, Liechtenstein, 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.

## Azure Data Box Hardware Terms

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### **Definitions**

**Azure Storage** means the Microsoft-managed cloud service that provides highly available and secure storage.

**Azure Storage Account** means a secure account that enables Customer to access and store its information using the Azure Storage service.

**Data Box Device** means a hardware device(s), including Data Box Software, that Microsoft may provide for Customer's temporary use in storing, pre-processing (in connection with the Azure Stack Edge Device), and transporting or transferring data from its premises to an Azure datacenter so it can be uploaded into Customer's Azure Storage Account.

**Data Box Software** means all software in object code form provided on or in conjunction with a Data Box Device, including all tools, updates, and associated documentation.

**Designated Azure Data Center** means the Microsoft Azure Data Center designated by Microsoft as the data center to which Customer will return the Data Box Device, (except for the Azure Stack Edge Device), and which may be different than the data center where Customer prefers to store its data and/or the location of Customer Azure Storage Account.

**Microsoft Azure Data Box Service** or **Service** means the Microsoft Azure service that enables customers to store, pre-process (in connection with the Azure Stack Edge Device) and transfer on the Data Box Device large amounts of data to and from data centers. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

### **Data Box Software**

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software (in object code) installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting or pre-processing (where applicable) data as enabled by the Data Box Device, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data

Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation (if any); (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

### Restrictions

Customer may not use the Data Box Software for comparisons or "benchmarking", except for Customer's internal purposes, nor publish or disclose the results thereof.

### Activation/Consent for Internet-based Services

If activation of the Data Box Software is necessary, activation associates the use of the Data Box Software with a specific device. During activation and subsequent use of the device, the Data Box Software may send information about the Data Box Software and device to Microsoft. This information includes the version, language, and product key of the Data Box Software, Customer's Internet protocol address, operating system, browser and name, the version of the Data Box Software Customer is using, and the language code of the Data Box running the Data Box Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Data Box Device and Data Box Software, Customer consents to the transmission of this information to Microsoft.

### Software Updates

The Data Box Device may allow Customer to download available updates manually. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Data Box Device support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

### Limitations

Customer is not required to use the Data Box Device to transfer data to Azure Storage, nor is Microsoft obligated to continue to make the Data Box Device or any other hardware product available in connection with the Service. The Data Box Device may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft is not responsible for delays related to the Service that are outside of its direct control. Microsoft reserves the right to refuse to offer the Service and corresponding Data Box Device to anyone in its sole discretion and judgment. Microsoft may suspend the Service at its discretion in accordance with the requirements for Microsoft Azure Services under the Microsoft Online Services Terms.

### Azure Service Terms

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to the Azure Services Terms located at <https://azure.microsoft.com/en-us/support/legal/>. These Additional Terms supplement but do not amend or modify any existing terms in the Azure Services Terms. As set forth in these Additional Terms, Microsoft may charge Customer specified fees in connection with its use of the Data Box Device as part of the Service.

### Product Use Rights

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Data Box Device to transport, transfer (and where applicable, pre-process) such data, provided that Customer implements certain precautions:

- i. Back up and protect the data before transferring the data to the Data Box Device and prior to sending to Azure Storage;
- ii. Do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Data Box Device to a Designated Azure Data Center.
- iii. Cease using the Data Box Device to transfer data immediately upon notice from Microsoft.

Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

### Possession and Return of the Data Box Device

As part of the Service, Microsoft allows Customer to possess the Data Box Device for a period of time depending on the Data Box Device type. For Data Box Devices that have a specified time period for possession, Microsoft may charge Customer additional daily fees for possession of the Data Box Device beyond that specified time period.

### Shipment and Title; Fees

- a. **Title and Risk of Loss.** All right, title and interest in each Data Box Device is and shall remain the property of Microsoft, and except as expressly set forth in the Additional Terms, no rights are granted to any Data Box Device (including under any patent, copyright, trade secret, trademark or other proprietary rights. Customer will compensate Microsoft for any loss, material damage or destruction to or of any Data Box Device while it is at any of Customer's locations as described in Shipment and Title; Fees, Table 1. Customer is responsible for inspecting the Data Box Device upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at [databoxsupport@microsoft.com](mailto:databoxsupport@microsoft.com). Customer is responsible for the entire risk of loss of, or any damage to, the Data Box Device once it has

been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Data Box Device for delivery back to the Designated Azure Data Center.

- b. **Fees.** As set forth in these terms, Microsoft may charge Customer specified fees in connection with its use of the Data Box Device as part of the Service, with the current schedule of fees set forth at the following: <https://go.microsoft.com/fwlink/?linkid=2052173>. For clarity, Azure Storage and Azure IoT Hub are separate Azure Services, and if used (even in connection with its use of the Service), separate Azure metered fees will apply. For additional clarity, any Azure services Customer uses after completing a transfer of data using the Azure Data Box Service are subject to separate usage fees. For Data Box Devices, Microsoft may charge Customer a lost device fee, as provided in Table 1 below, if (i) the Data Box Device is lost or materially damaged while it is in Customer's care; (ii) Customer does not provide the Data Box Device to the Microsoft-designated carrier for return within the time period after the date it was delivered to Customer; or (iii) for the Azure Stack Edge, the Customer does not return the Data Box Device within thirty (30) days of termination of the Service, as provided in the table below. Microsoft reserves the right to change the fees charged for Data Box Device types, including but not limited to, by charging different amounts for different device form factors.

Data Box Device Type	Lost or Materially Damaged Time Period and Amounts
Data Box	Period: After 90 Days Amount: \$40,000.00 USD
Data Box Disk	Period: After 90 Days Amount: \$2,500.00 USD per Disk
Data Box Heavy	Period: After 90 Days Amount: \$250,000.00 USD
Azure Stack Edge	Period: If not returned within 30 days after the termination of Service Amount: \$40,000.00 USD
Data Box Gateway	N/A

- c. **Shipment and Return of Data Box Device.** For those Data Box Devices that are transported or delivered between Customer and a Designated Azure Data Center or a Microsoft entity, Microsoft will provide access to a designated carrier for such shipping and delivery. Customer will be responsible for costs of shipping a Data Box Device from Microsoft or a Designated Azure Data Center to Customer and return shipping of the same, including any metered amounts for carrier charges, any taxes, or applicable customs fees. When returning a Data Box Device to Microsoft, Customer will package and ship the Data Box Device in accordance with Microsoft's instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft.
- d. **Transit Risks.** Although data on a Data Box Device is encrypted, Customer acknowledges that there are inherent risks in shipping data on and in connection with the Data Box Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Data Box Device or any data stored on one, including without limitation in transit.
- e. **Self-Managed Shipment.** Notwithstanding the foregoing, Customer may elect to use Customer's designated carrier or Customer itself to ship and return the Data Box Device by selecting this option in the Service portal. Once selected, (i) Microsoft will inform the Customer about Data Box Device availability; (ii) Microsoft will prepare the Data Box Device for pick-up by the Customer's designated carrier or Customer itself; and (iii) Customer will coordinate with Microsoft and Designated Azure Data Center personnel for pick-up and return of the Data Box Device by Customer's designated carrier or Customer directly. A Customer's election for self-managed shipment is subject to the following: (i) Customer abides by all other applicable terms and conditions related to the Service and Data Box Device, including without limitation, the Online Services Terms and the Azure Data Box Hardware Terms; (ii) Customer is responsible for the entire risk of loss of, or any damage to, the Data Box Device (as set forth in the "Shipment and Title; Fees" section, under subsection (a) "Title and Risk of Loss") from the time that Microsoft makes the Data Box Device available for pick-up by Customer's designated carrier or Customer, to the time Microsoft has accepted the Data Box Device from Customer's designated carrier or Customer at the Designated Azure Data Center; (iii) Customer is fully responsible for the costs of shipping a Data Box Device from Microsoft or a Designated Azure Data Center to Customer and return shipping of the same, including carrier charges, any taxes, or applicable customs fees; (iv) When returning a Data Box Device to Microsoft or a Designated Azure Data Center, Customer will package and ship the Data Box Device in accordance with Microsoft's instructions and any packaging materials provided by Microsoft; (v) Customer will be charged applicable fees (as set forth in the "Shipment and Title; Fees" section, under subsection (b) "Fees") which commence from the time the Data Box Device is ready for pick-up at the agreed upon time and location, and will cease once the Data Box Device has been delivered to Microsoft or the Designated Azure Data Center; and (vi) Customer acknowledges that there are inherent risks in shipping data on and in connection with the Data Box Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Data Box Device or any data stored on one, including without limitation in transit when shipped by Customer's designated carrier.

#### Responsibilities if Customer Moves a Data Box Device between Locations

While Customer is in possession of a Data Box Device, Customer may, at its sole risk and expense, transport the Data Box Device to its different locations to upload its data in accordance with this Section and the requirements of the Additional Terms. Customer is responsible for obtaining, at its own risk and expense, any export license, import license and other official authorization for the exportation and importation of the Data Box Device and associated Software and Customer's data to any such different Customer location. Customer shall also be responsible for customs clearance at any such different Customer location, and will bear all duties, taxes and other official charges payable upon importation as well as any

and all costs and risks of carrying out customs formalities in a timely manner. Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should Customer decide to transport the Data Box Device beyond the country border in which Customer receive the Data Box Device. Notwithstanding the foregoing, if Customer transports the Data Box Device to a different location as set forth in this Section, Customer agrees to cause the Data Box Device to return to the country location where Customer received such device initially, prior to shipping the Data Box Device back to the original point of origin, whether a specified Microsoft entity or a Designated Azure Data Center. If requested, Microsoft may provide a list of companies that may be able to assist Customer in importing or exporting the Data Box Device, but Microsoft does not endorse, support, or represent any of the listed companies, and Microsoft disclaims any liability for any damages or liabilities Customer may incur as a result of those services.

#### Disclaimer of Warranty

**Microsoft provides the Data Box Device, and any assistance by Microsoft in connection with the Data Box Device, “as is” without any warranties or conditions, and disclaims any express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Customer bears the risk of using them.**

#### U.S. Export Control Laws

The Data Box Devices are subject to the provisions in Customer’s volume licensing agreement, Azure Subscription Agreement, or other customer agreement regarding U.S. export jurisdiction.

#### Privacy; Processing of Personal Data

- a. **Privacy.** The Microsoft Privacy Statement applies to the Service and the Data Box Device under these Additional Terms.
- b. **Terms.** Customer agrees to comply with all data protection laws that apply to its use of the Service, its handling of data with the Data Box Device or in Azure Storage, or its moving the Data Box Device as described in the Responsibilities if Customer Moves a Data Box Device between Locations section above.
- c. **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.

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# Appendix H - Student Use Benefits and Academic Programs

This section highlights the specific benefits provided to Students in Open Value Subscription for Education Solutions, School Agreement, Enrollment for Education Solutions, and Cloud Solution Provider programs.

## Student Use Benefit Entitlements by Qualifying Program

The following table defines [Student Use Benefits](#) for specific products licensed through Academic programs. For each Product in the first column, the appropriate [Student Use Benefit](#) Product(s) are listed along with the number of licenses available for Students per paid Faculty/Staff, [Education Qualified User](#), or [Knowledge Worker](#) license.

Qualifying Product	Student Use Benefit <sup>1</sup>	Program Availability	Student Instances Provided per Faculty/Staff or Knowledge Worker
Advanced Threat Analytics	Advanced Threat Analytics	OVS-ES, School, EES	15
Azure Active Directory Premium Plan 1	Azure Active Directory Premium Plan 1	OVS-ES, School, EES, CSP	15
Azure Active Directory Premium Plan 2	Azure Active Directory Premium Plan 2	OVS-ES, School, EES, CSP	15
Desktop Education	O365 ProPlus and Windows 10 Education Upgrade	OVS-ES, School, EES (pre-2017)	40
Enterprise Mobility + Security A3/E3	Azure Active Directory Premium Plan 1, Advanced Threat Analytics, Microsoft Intune for Education	OVS-ES, EES, CSP	40
Enterprise Mobility + Security A5/E5	Enterprise Mobility + Security A3 Student Use Benefit, Azure Advanced Threat Protection, Azure Active Directory Premium Plan 2, Microsoft Cloud App Security	OVS-ES, EES, CSP	40
Microsoft 365 Education A3	Office 365 A3 Student Use Benefit, Enterprise Mobility + Security A3 Student Use Benefit, Windows 10 Education A3 Student Use Benefit2, Minecraft: Education Edition	EES, CSP	40
Microsoft 365 Education A5	Office 365 A5 Student Use Benefit, Enterprise Mobility + Security A5 Student Use Benefit, Windows 10 Education A3 Student Use Benefit2, Minecraft: Education Edition	EES, CSP	40
Microsoft 365 A5 Security	Office 365 Advanced Threat Protection Plan 1, Azure Active Directory Premium Plan 2	EES, CSP	40
Microsoft Intune for Education	Microsoft Intune for Education	OVS-ES, EES, CSP	15
Minecraft: Education Edition	Minecraft: Education Edition	EES	15
Office 365 Advanced Threat Protection Plan 1 or Plan 2	Office 365 Advanced Threat Protection Plan 1	OVS-ES, EES, CSP	15
Office 365 ProPlus	Office 365 ProPlus	OVS-ES, School, EES, CSP	15
Office 365 A3	Office 365 A1, Office 365 ProPlus, Office 365 Cloud App Security	OVS-ES, EES, CSP	40
Office 365 A5	Office 365 A3 Student Use Benefit, Office 365 Advanced Threat Protection Plan 2, Office 365 Advanced Compliance	OVS-ES, EES, CSP	40
Office Professional Plus	Office 365 Pro Plus	OVS-ES, School, EES (pre-2017)	15
Windows 10 Education A3 (Per User)	Windows 10 Education A3 (Per User) <sup>2</sup>	CSP	40
Windows 10 Education A5 (Per User)	Windows 10 Education A3 (Per User) <sup>2</sup>	CSP	40
Windows 10 Education E3 (Per User)	Windows 10 Education E3 (Per User) <sup>2</sup>	EES (2017)	40
Windows 10 Education E5 (Per User)	Windows 10 Education E3 (Per User) <sup>2</sup>	EES (2017)	40
Windows 10 Education E5 (Per Device)	Windows 10 Education E3 (Per Device) <sup>2</sup>	OVS-ES, School	40

<sup>1</sup>Licenses acquired through the Student Use Benefit are not eligible for Software Assurance Benefits.

<sup>2</sup>The Student Use Benefit includes rights to Windows 10 E3/A3 only.

### Windows Desktop Operating System Limitations

Licenses acquired through the [Student Use Benefit](#) include rights to access Windows Virtual Desktop virtual machines (refer to the Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#)), but do not include any further Windows virtualization rights.



## Mixed Education Platform Product (EPP) Scenarios

For Enrollment for Education Solutions (2018 version), a mix of Education Platform Products may be ordered to meet the organization-wide commitment as defined in the table below. The Qualifying Product for [Student Use Benefits](#) entitlement will be determined based on the lower plan or edition of the EPPs ordered, as shown in the table below, and will be based on the total number of [Education Qualified Users](#) covered.

Permitted Mixed EPP Scenarios	Qualifying Product for SUB
Microsoft 365 A3 and Microsoft 365 A5	Microsoft 365 A3
EMS E3 and EMS E5	EMS E3
Windows 10 Education E3 and Windows 10 Education E5	Windows 10 Education E3
Office 365 ProPlus and Office 365 A3 and/or Office 365 A5	Office 365 ProPlus
Office 365 A3 and Office 365 A5	Office 365 A3

## Enrollment for Education Solutions (Pre 2017 Version) Program Availability

Qualifying products and requirements for the Enrollment for Education Solutions (pre 2017 versions) are defined in this section.

### Qualification

Products	EES
Desktop Education (Professional or Enterprise)	ED,ST
Core CAL Suite (Device)	ED,ST
Enterprise CAL Suite (Device)	ED,ST
Office Professional Plus 2016	ED,ST
Windows 10 Education Upgrade (Per Device)	ED,ST
Windows 10 Education E5 (Per Device)	ED,ST

### Requirements

- For Enrollment for Education Solutions (pre-2017 versions) Desktop Platform Products may be replaced by platform Online Services only at anniversary as described in the Qualifying Online Services Pre-Requisite table.
- Such platform Online Services licensed by Institution may not be less than the number of Desktop Platform Products being replaced.
- Platform Online Services may be added at any time during the enrollment term.

### Qualifying Online Services Pre-Requisite

Qualifying Desktop Platform Products	Qualifying Online Service
Office Professional Plus 2016, <b>and</b> Desktop Core CAL or ECAL Suite (Device), <b>and</b> Windows 10 Education E5 (Per Device)	Microsoft 365 Education A3/A5 (User SL)
Office Professional Plus 2016 <b>and</b> Core CAL or ECAL Suite (Device)	Office 365 A3/A5 (User SL) <b>and</b> EMS E3/E5
Core CAL or ECAL Suite (Device)	Office 365 A3/A5
Office Professional Plus 2016	Office 365 ProPlus

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**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A8: Microsoft Enterprise Support Services Description**



# Microsoft Premier Support Services Description – State and Local Government/Education

(Microsoft Affiliate to complete)  
**Master Services Agreement Number**  
 (Microsoft Affiliate to complete)  
**Services Description Number**


This services description (“**Services Description**”) is made pursuant to the Microsoft Master Services Agreement – State and Local, (the “**Agreement**”), by and between the undersigned parties or their affiliates, effective as of \_\_\_\_\_, which is incorporated herein by this reference. In this Services Description “**Customer**” means the undersigned customer and “**Microsoft**” means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by this reference.

**(Read and delete this text: All fuchsia text indicates instructions or customization.**

<i>Customer Invoice Information</i>		
Name of Customer _____	Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer’s purchase order.) _____	
Name of Customer or Affiliate that executed the Agreement if different than the undersigned _____		
Street Address _____ _____	Contact E-mail Address _____	
City _____	State/Province _____	Phone _____
Country _____	Postal Code _____	Fax _____
<i>Invoicing</i>		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer’s representative for payment at the address shown above unless otherwise specified in a Customer purchase order. <b>Notwithstanding the foregoing, as applicable, multi-year Service Descriptions will be invoiced on the anniversary of the Commencement Date applicable to each option year. Microsoft’s acceptance of this Services Description for the base year and the remaining option years if optioned by Customer will be invoiced as defined in the Fee and Named Contacts Schedule(s) attached at the subsequent anniversaries of the Commencement Date. Microsoft reserves the right to adjust Microsoft fees prior to entering into any new Service Descriptions, Fee and Named Contacts Schedule(s), or into an amendment or modification to this Service Description.</b>		
<i>Term</i>		
This Services Description shall commence on _____ or the date of the last signature below, whichever is later (the “Commencement Date”) and shall expire <b>twelve (12) months</b> from the Commencement Date (the “Expiration Date”). <b>The term of this Services Description includes [insert number] option years with an individual term of 12 months each commencing in sequence after the Expiration Date of the base period. These option years shall be exercised if an amendment to this Services Description exercising each option year is fully executed prior to the Expiration Date of the base year or option year, as applicable.</b> This Services Description shall be amended prior to the then current Expiration Date. In order for Microsoft to continue work after the Expiration Date of the Services Description, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name <b>Microsoft Corporation</b>
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date

**1. OVERVIEW.** This Services Description describes the various types of Microsoft Premier Support that may be obtained (the “Services”) by Customer. In addition, it sets forth the parties’ respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft’s specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) (“FNCS”).

**2. AVAILABLE SERVICES.** Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Customer’s assigned Microsoft resource (“Services Resource”).

**2.1 Proactive Services.** Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.

**2.1.1 Maintenance Services.** Maintenance services help prevent issues in Customer’s Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

- a. **Assessment Program:** An assessment on the design, technical implementation, operations or change management of Customer’s Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer’s environment, which may include a remediation plan.
- b. **Health Check:** An implementation assessment review of Customer’s Microsoft engineer implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.
- c. **Offline Assessment:** An automated assessment of Customer’s Microsoft technology implementation with data collected remotely, or by a Microsoft engineer at Customer’s location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.
- d. **Proactive Monitoring:** Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.
- e. **Proactive Operations Programs (POP):** A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft support resource.
- f. **Risk and Health Assessment Program as a Service (RAP as a Service):** An automated assessment of Customer’s Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.
- g. **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus):** RAP as a Service is provided and is followed up with a customized system optimization workshop at Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.

**2.1.2 Optimization Services.** Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.

- a. **Development Focused Services:** Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.
- b. **IT Services Management:** A suite of services designed to help Customer evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.
- c. **Lab Services:** Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.
- d. **Remediation Services:** Direct engagement with a Microsoft engineer to address findings identified during an Assessment service.
- e. **Security Services:** The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.

**2.1.3. Education Services.** Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:

- a. **Chalk Talks:** Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft engineer either in person or online.
- b. **On-demand Education:** A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft engineers. Subscriptions are sold on a per seat basis.
- c. **Webcasts:** Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.
- d. **Workshops:** Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft engineer in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

**2.1.4. Support Assistance.** Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your Service Delivery Manager.

**2.2 Service Delivery Management.** Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a Service Delivery Manager ("SDM"). In certain geographies, this role is also called a Technical Account Manager ("TAM") or Support Account Manager ("SAM"). Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by

the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

- a. **Service Introduction.** An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.
- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") is the basis of Customer's Premier Support services that includes a customized service plan created in collaboration with Customer's team to determine how and when services are to be applied. Microsoft will monitor and adjust Customer's SDP based on Customer's needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.
- d. **Critical Security Support Advice.** Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated Service Delivery Management resource, the Service Delivery Management resource will help Customer assess the effect of this information on Customer's IT infrastructure.
- e. **Incident Management.** Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.
- f. **Crisis Management.** Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team and Critical Situation Managers during situations in which Customer experiences critical business impacts.
- g. **Initial Assessment.** A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the Service Delivery Management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.
- h. **Remediation Planning.** A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's SDP. Follow-up takes place through scheduled service reviews.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- j. **Incident Trend Analysis & Advice.** Microsoft may provide one or more reviews of Customer's incident history. The focus of the Service Delivery Management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- k. **Process Guidance.** Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

**2.3 Reactive Services.** Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

**2.3.1 Problem Resolution Support.** Problem Resolution Support (“PRS”) provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer’s pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

As needed PRS is provided for online services. Purchased PRS hours will not be deducted for incidents opened against these technologies.

Service Delivery Management will be utilized in the same manner for all problem resolution requests

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer’s organization and, in consultation with us, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Our Expected Response	Customer’s Expected Response
<b>Severity 1</b>  <b>Catastrophic business impact:</b> <ul style="list-style-type: none"> <li>Complete loss of a core business process and work cannot reasonably continue</li> <li>Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Our resources at Customer site as soon as possible</li> <li>Critical Situation Manager<sup>1</sup> assigned</li> <li>Continuous effort on a 24/7 basis<sup>2</sup></li> <li>Rapid escalation within Microsoft to product teams</li> <li>Notification of our senior executives</li> </ul>	<ul style="list-style-type: none"> <li>Notification of Customer’s senior executives</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> <li>Submission via phone only<sup>3</sup></li> </ul>
<b>Severity A</b>  <b>Critical business impact:</b> <ul style="list-style-type: none"> <li>Significant loss or degradation of services</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Our Resources at Customer’s site as required</li> <li>Critical Situation Manager<sup>1</sup> assigned</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> <li>Notification of Our Senior Managers</li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> <li>Management notification</li> <li>Submission via phone only<sup>3</sup></li> </ul>
<b>Severity B</b>  <b>Moderate business impact:</b> <ul style="list-style-type: none"> <li>Moderate loss or degradation of services but work can reasonably continue in an impaired manner</li> <li>Needs attention within two business hours<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>First call response in two hours or less</li> <li>Effort during business hours only<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to align to Microsoft effort</li> <li>Access and response from change control authority within four business hours</li> <li>Submission via phone or web</li> </ul>
<b>Severity C</b>  <b>Minimum business impact:</b> <ul style="list-style-type: none"> <li>Substantially functioning with minor or no impediments of services</li> <li>Needs attention within four business hours<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less</li> <li>Effort during business hours only<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information on case owner</li> <li>Responsive within 24 hours</li> <li>Submission via phone or web</li> </ul>

<sup>1</sup> Critical Situation Managers are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.

<sup>2</sup> We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

<sup>3</sup> You may submit online services support requests through the applicable online services support portals.

<sup>4</sup> 24/7 effort on Severity B issues are not available in all geographies.

<sup>5</sup> Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer’s locality.

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

**2.3.2. Onsite Support.** Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

**2.3.3 Development Support Assistance:** Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

**2.3.4 Advisory Services:** Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

**2.3.5 Support Assistance** provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

**2.4 Designated Support Engineering.** Designated Support Engineering ("DSE") services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built-in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

**2.5 Additional Services.** Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

**3. PREREQUISITES AND ASSUMPTIONS.** Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.
- b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.
- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at <http://premier.microsoft.com>. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle>, unless Customer has purchased such support in an amendment or modification to this Services Description.
- d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.
- e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION. FOR MULTI-YEAR SERVICES DESCRIPTIONS, ALL BASE YEAR SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE BASE YEAR OF THE AGREEMENT, AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE BASE YEAR OF THE SERVICES DESCRIPTION. ALL OPTION YEAR SERVICES, AS APPLICABLE, WILL EXPIRE AT THE END OF EACH OF THE RESPECTIVE OPTION YEAR IN WHICH THEY WERE PURCHASED.**
- f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.
- h. Customer must have access to the Internet in order to take advantage of Internet-based services.
- i. Some services may require us to process and access Customer Data. When we do so, we use Microsoft-approved technologies, which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.
- j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.
- k. Support services are limited to advice and guidance related to code owned by you or by Microsoft
- l. There may be minimum platform requirements for the services purchased.
- m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

**4. CUSTOMER RESPONSIBILITIES.** This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

- a. Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
  - One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
  - One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.
- b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
- c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
- d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.
- e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.
- f. Customer may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- g. Customer is responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- h. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.
- i. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
- j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.
- k. Customer may be asked by your Service Delivery Manager to fulfill other responsibilities specific to the service you purchased.

This Section 5 should only be included if the governing Master Services Agreement for this Premier SD does not already include intellectual property ownership terms. Contact your Public Sector Contracts Manager if you have any questions.

**5. ADDITIONAL TERMS AND CONDITIONS.** This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.
- b. **Fixes and Services Deliverables.**
  - i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to



use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

- ii. Pre-Existing Work.* All rights in Pre-Existing Work will 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.
  - iii. Services Deliverables.* Upon payment in full, 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 the Agreement.
  - iv. Affiliates rights.* Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.
- c. Non-Microsoft software and technology.* Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not 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.
  - d. Sample Code.* Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
  - e. Restrictions on use.* Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
  - f. Reservation of Rights.* All rights not expressly granted are reserved to Microsoft.
  - g. Supportability of Products.* Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.
- 6. Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

**7. Attachments:** The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

**Read and delete this text: Example additional Exhibits include:**

Microsoft Premier Support Services Description Exhibit: Extended Hotfix Support Program

Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)

- Microsoft Premier Support Services Description Exhibit: Microsoft Premier Support for Analytics Platform System
- Microsoft Premier Support Services Description Exhibit: Premier Rapid Response for Azure
- Microsoft Premier Support Services Description Exhibit: Third Tier Support
- Microsoft Premier Support Services Description Exhibit: Premier Support for Mission Critical
- Microsoft Premier Support Services Description Exhibit: Premier Enhanced Application Support (EAS) for Azure Application Management
- Microsoft Premier Support Services Description Exhibit: Premier Support for Azure Event Management

# Microsoft Enterprise Support Services Description

July 2019

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# 1 About this document

The Microsoft Enterprise Support Services Description provides you with information on the support services that are available to purchase from Microsoft.

Please familiarize yourself with the descriptions of the services that you purchase, including any prerequisites, disclaimers, limitations and your responsibilities. The services that you purchase will be listed in your Enterprise Services Work Order (Work Order) or another applicable Statement of Services that references and incorporates this document.

Not all services listed in this document are available globally. For details on which services are available for purchase in your location, contact your Microsoft Services representative. Available services are subject to change.

## 2 Support services

Microsoft Unified Support is a comprehensive enterprise support set of services that helps reduce costs, enhance productivity, and use technology to realize new business opportunities for any stage of the IT lifecycle. Support services include:

- Proactive support services help maintain and improve health of your IT infrastructure and operations.
- Service Delivery Management to facilitate planning and implementation
- Prioritized 24x7 problem resolution services to provide rapid response to minimize downtime

### 2.1 How to purchase

Support services are available as a Base Package, designated as **Core**, **Advanced** and **Performance** Support, or as additional services or enhanced service and solutions under an existing Base Package agreement listed in the Enterprise Services Work Order, as described below. In some cases, the services may be defined further in an Exhibit referenced in your Work Order.

Item	Description
Base Package	<p>A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Available as Core ("C"), Advanced ("A") and Performance ("P") Support packages as represented throughout this section.</p> <p>Base Package included services are represented with a "✓" throughout this section.</p> <p>Depending on your Base Package, you may also be eligible for specific Built-in Proactive Services, which will be listed on your Work Order. We will work with you to identify these services prior to contract start or as part of your service delivery planning.</p>
Additional support services	Additional support services are available to add to your Base Package during the term of your Work Order and are represented with a "+" throughout this section.
Enhanced support services and solutions	Support services, which cover a specific Microsoft product or customer IT system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.

Key: ⇨ indicates items that you may see listed on your Work Order.

## 2.2 Description of support services

The items which are combined to form your support services package are described in this section. Also, listed are services that may be added to your Base Package or added during the term of the agreement.

### 2.2.1 Proactive support services

Proactive services help prevent issues in your Microsoft environment and will be scheduled to help ensure resource availability and delivery during the term of the applicable Work Order. The Proactive services that follow are available within the support levels as identified below or detailed on your Work Order.

#### Planning services

Planning services provide assessments and reviews of your current infrastructure, data, application and security environment to help plan your remediation, upgrade, migration, deployment or solution implementation based on your desired outcomes.

Planning service types	Package		
	C	A	P
<b>Proof of Concept</b>		+	+
<b>Solution Planning</b>			+
<b>Technology Advisory Services</b>			+
<b>Support Technology Advisor</b>			✓

✓ - Included as part of your Base Package

⊕ - Additional service that may be purchased.

🔗 **Proof of Concept:** An engagement to provide evidence that enables the customer to evaluate the feasibility of a proposed technical solution. The evidence can be in the form of working prototypes, documents, and designs, but are not usually production-ready deliverables

🔗 **Solution Planning:** Structured engagements to assist and guide you through implementation planning for Microsoft technology deployments in on-premises, cloud and hybrid environments. These services may also include an assessment of the design, security, IT operations or change management of your Microsoft technologies to help plan the implementation of your technical solution to meet your desired outcomes. At the conclusion of the service, you may receive a report containing the technical assessment and solution implementation plan.

🔗 **Technology Advisory Services:** Advisory and planning services for Performance Support customers to help design, architect, plan implementation or operational processes against Microsoft recommended practices. Services may include tailored support planning service to facilitate cloud adoption. These services may be performed either onsite or remotely by a Microsoft designated resource.

The **Support Technology Advisor (STA)** service is a tailored support planning service supporting cloud adoption. The STA service may include:

**Assessment Program:** Evaluates a single defined workload’s supportability state, identifies gaps, compares it with recommended practices based on technical evaluation of people, process and technology, taking into consideration customers’ business objectives. The findings and recommendations are delivered to the customer.

**Workload Attainment Program:** Customer approved services from the Assessment Program are monitored to ensure that desired workload outcomes, are adequately aligned to customer business expectations.

### Implementation support services

Implementation services provide technical and project management expertise to accelerate design, deployment, migration, upgrade, and implementation of Microsoft technology solutions.

Implementation service types	Package		
	C	A	P
<b>Onboarding Services</b>		+	+

+ - Additional service that may be purchased.

🔗 **Onboarding Services:** A direct engagement with a Microsoft engineer to provide deployment, migration, upgrade or feature development assistance. This can include assistance with planning and validation of a proof-of-concept or production workload using Microsoft products.

### Maintenance services

Maintenance services help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

Maintenance service types	Package		
	C	A	P
<b>On-demand Assessment</b>	✓	✓	✓
<b>Root Cause Analysis</b>		+	+
<b>Assessment Program</b>		+	+
<b>Health Check</b>		+	+



Maintenance service types	Package		
	C	A	P
<b>Offline Assessment</b>		+	+
<b>Proactive Monitoring</b>		+	+
<b>Proactive Operations Programs (POP)</b>		+	+
<b>Risk and Health Assessment Program as a Service (RAP as a Service)</b>		+	+
<b>Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)</b>		+	+

✓ - Included as part of your Base Package.  
 + - Additional service that may be purchased.

🔗 **On-demand Assessment:** Access to a self-service, online automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. On-demand Assessments cover limited technologies. Use of this assessment service requires an active Azure service with adequate data limits to enable use of the on-demand assessment service. Microsoft will provide a one-time assistance service to enable setup of the service. In conjunction with the On-demand Assessment, and for an additional fee, an onsite Microsoft engineer (for up to two days) or remote Microsoft engineer (for up to one day) are available to assist with analyzing the data and prioritizing remediation recommendations per your services agreement. Onsite assessments may not be available in all geographies.

🔗 **Root Cause Analysis:** When explicitly requested prior to incident close, we will perform a structured analysis of potential causes of a single technical problem, or a series of related problems. Root Cause Analysis is not available for all Microsoft technologies. You will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output. Root Cause Analysis is only available for certain Microsoft technologies and may incur an additional charge.

🔗 **Assessment Program:** An assessment on the design, technical implementation, operations or change management of your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource will work directly with you to remediate possible issues and provide a report containing the technical assessment of your environment, which may include a remediation plan.

🔗 **Health Check:** An implementation assessment review of your Microsoft technology implementation against our recommended practices. A Microsoft engineer plans the health check engagement with you, performs the review, analyzes the data and delivers a report upon completion.

🔗 **Offline Assessment:** An automated assessment of your Microsoft technology implementation with data collected remotely, or by a Microsoft engineer at your location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide you with a report of our findings and remediation recommendations.

🔗 **Proactive Monitoring:** Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps you create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.

🔗 **Proactive Operations Programs (POP):** A review with your staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft support resource.

🔗 **Risk and Health Assessment Program as a Service (RAP as a Service):** An automated assessment of your Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a findings report containing remediation recommendations.

🔗 **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus):** RAP as a Service is provided and is followed up with a customized system optimization workshop at your location, up to two days, that is focused on remediation planning and knowledge transfer.

### Optimization services

Optimization services focus on the goals of optimal utilization of the customer’s technology investment. These services may include remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users and ensuring a robust security and identity posture.

Optimization service types	Package		
	C	A	P
<b>Adoption Services</b>			+
<b>Development Focused Services</b>		+	+
<b>IT Services Management</b>		+	+
<b>Lab Services</b>			+
<b>Remediation Support Services</b>		+	+
<b>Security Services</b>		+	+

+ - Additional service that may be purchased.

🔗 **Adoption Services:** Adoption support services provide a suite of services that help you assess your organization’s ability to modify, monitor and optimize changes linked to your Microsoft technology purchase. This includes support in the development and execution of your adoption strategy around the people side of change. Customers have access to resources with the expertise, knowledge and associated Microsoft recommended practices in support of their adoption program.

🔗 **Development Focused Services:** Services available to assist your staff build, deploy, and support applications built with Microsoft technologies.

🔗 **Services Insights for Developers:** An annual assessment of your application development practices to help customers with recommended practice guidance for developing applications and solutions on Microsoft platforms.

🔗 **Development Support Assistance:** Provides help in creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies, and is sold as a quantity of hours listed on your Work Order.

🔗 **IT Services Management:** A suite of services designed to help you evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud. IT Services Management services may be an element of a customized program of support services, available for an additional fee and may be defined in an exhibit and referenced in your Work Order.

🔗 **Lab Services:** Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.

🔗 **Remediation Support Services:** Direct engagement with a Microsoft engineer to address findings identified during an Assessment service. The duration of each engagement is specified in days on your Work Order and is delivered in partnership with your engineering staff.

🔗 **Security Services:** The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats. Security services may be an element of a customized program of support services, available for an additional fee and may be defined in an exhibit and referenced in your Work Order.

### Education services

Education services provide training that help to enhance your support staff’s technical and operational skills through either onsite, online or on-demand instruction.

Education service types	Package		
	C	A	P
<b>On-demand Education</b>	✓	✓	✓
<b>Webcasts</b>	✓	✓	✓
<b>Chalk Talks</b>		+	+
<b>Workshops</b>		+	+

## Support Services Description

- ✓ - Included as part of your Base Package.
- + - Additional service that may be purchased.

↗ **On-demand Education:** Access to a collection of online training materials and online labs from a workshop library digital platform developed by Microsoft support engineers.

↗ **Webcasts:** Access to live Microsoft-hosted educational sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online.

↗ **Chalk Talks:** Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft engineer either in person or online.

↗ **Workshops:** Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft engineer in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization, as specified on your Work Order. Workshops cannot be recorded without express written permission from Microsoft.

### Custom Proactive services

Custom Proactive support service types	Package		
	C	A	P
<b>Proactive Credits</b>	+	+	+
<b>Custom Proactive Support Services (Maintenance, Optimization and Education services)</b>		+	+

- + - Additional service that may be purchased.

↗ **Proactive Credits:** The value of exchangeable services represented in credits on your Work Order. Proactive Credits can then be exchanged for, or applied to, one or more defined additional services, as described within this document, and at current rates provided by your Microsoft Services representative. After selecting the available additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit.

↗ **Custom Proactive Support Services:** A scoped engagement with Microsoft resources to deliver services at the customer's direction, in person or online, which are not otherwise described in this document. These engagements include Maintenance, Optimization and Education service types.

### 2.2.2 Reactive support services

Reactive services help resolve issues in your Microsoft environment and are typically consumed on demand. The following reactive services are included as-needed for currently supported Microsoft products and online services, unless otherwise noted on your Work Order.

Reactive service types	Package		
	C	A	P
<b>Advisory Support</b>	✓	✓	✓
<b>Problem Resolution Support</b>	✓	✓	✓
<b>Escalation Management</b>	✓	✓	✓
<b>Extended Hotfix Support</b>		✓	✓
<b>Onsite support</b>		+	+

✓ - Included as part of the Base Package.

+ = Additional service that may be purchased.

🔗 **Advisory Support:** Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Support may include advice, guidance, and knowledge transfer intended to help you deploy and implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages. Architecture, solution development and customization scenarios are outside of the scope of these Advisory Services.

🔗 **Problem Resolution Support:** This assistance for problems with specific symptoms encountered while using Microsoft products includes troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products. Incidents may be initiated either by phone or submitted via the web. Support requests for services and products, not covered by the applicable online service support portal, are managed from within the Microsoft Services online portal.

Severity definitions and the Microsoft estimated initial response times are detailed in the incident response tables below.

Upon your request, we may collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

The incident severity determines the response levels within Microsoft, initial estimated response times and your responsibilities. You are responsible for outlining the business impact to your organization and, in consultation with us, Microsoft will assign the appropriate severity level. You can request a change in severity level during the term of an incident should the business impact require it.

**Core Support Incident Response**

Core Support	Severity and situation	Our expected response	Your expected response
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within eight hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in eight hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information about the case owner</li> <li>Responsive within 24 hours</li> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> </ul>

<sup>1</sup> Business hours are generally defined as 09:00 to 17:30 local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

<sup>2</sup> We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to sustain continuous problem resolution efforts.

**Advanced Support Incident Response**

Advanced Support	Severity and situation	Our expected response	Your expected response
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within four hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information about the case owner</li> <li>Responsive within 24 hours</li> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>

Advanced Support	Severity and situation	Our expected response	Your expected response
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Critical Situation Manager assigned after 1 hour</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Access and response from change control authority within four business hours</li> </ul>

<sup>1</sup> Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

<sup>2</sup> We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

### Performance Support Incident Response

Performance Support	Severity and situation	Our expected response	Your expected response
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within four hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within 30 minutes</li> </ul>	<ul style="list-style-type: none"> <li>First call response in 30 minutes or less</li> <li>Critical Situation Manager assigned in 30 minutes or less</li> <li>Resources at your site, after 24 hours, with customer agreement</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate communication with your senior executives, as requested by us</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response</li> </ul>

Performance Support	Severity and situation	Our expected response	Your expected response
		<ul style="list-style-type: none"> <li>• Continuous effort on a 24x7 basis<sup>2</sup></li> <li>• Access to Microsoft's experienced specialists and rapid escalation within Microsoft to product teams<sup>3</sup></li> <li>• Notification of our senior executives, as required</li> </ul>	

<sup>1</sup> Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

<sup>2</sup> We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts

<sup>3</sup> Not available in all support locations or for all Microsoft Technologies.

**Escalation Management:** Escalation provides oversight of support incidents to drive timely resolution and a high quality of support delivery. Below are the Escalation Management services provided for the corresponding Base Package support:

**Core Support:** For standard and critical business impact severity incidents, the service is available by customer request during business hours into pooled service delivery resources. These resources may also provide escalation updates, when requested.

**Advanced and Performance Support:** For standard business impact severity incidents, the service is available by customer request during business hours to the pooled service delivery resource who can also provide escalation updates when requested.

For critical business impact severity incidents, an enhanced escalation process is automatically executed. This process is initiated after four hours for Advanced Support and immediately for Performance Support and, if the normal business function is not recovered after the issue has been assigned a severity level. A Critical Situation Manager will then be assigned to the issue, and is responsible for ensuring continued technical progress on the issue and providing you with status updates and an action plan.

🔗 **Extended Hotfix Support:** Extended Hotfix Support allows you to request non-security hotfixes for select Microsoft software that have entered the Extended Support Phase of the Fixed Lifecycle Policy, as defined at <http://support.microsoft.com/lifecycle>. Service-specific prerequisites and limitations:

- Extended Hotfix Support is limited to the following products/product families:
  - Applications: Office
  - Dynamics: AX, CRM
  - Server: BizTalk Server, Exchange Server, SQL Server, System Center, Windows Server
  - Systems: Windows client, Windows Embedded operating systems



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- Although we use commercially reasonable efforts to respond to your requests for non-security hotfixes, you acknowledge that there may be cases in which a hotfix cannot be created or provided.
- Hotfixes are designed to address your specific problem and are not regression tested.
- Hotfixes may not be distributed to unaffiliated third parties without our written consent.
- Hotfix delivery times for non-English versions may vary, and localization fees may apply.
- We will not provide added features, functionality, updates, or design changes. We will only address problems for a selected product which cause it to crash, lose data, or otherwise materially deviate from the product's documented functionality.

🔗 **Onsite Support:** For Advanced and Performance Support, onsite reactive support provides assistance at your location. This service is subject to Microsoft resource availability and requires an additional charge per onsite visit.

### 2.2.3 Service delivery management

Service Delivery Management (SDM) is included with your support services, unless otherwise noted herein or in your Work Order and is determined by the Base Package support services you purchase. Additional delivery management services will be added when purchasing additional services or enhanced services and solutions.

**Core Support:** SDM services are provided digitally, or from a pooled team of specialists.

**Advanced and Performance Support:** SDM services are provided digitally and by a designated service delivery manager, also known as a technical account manager (TAM). This named resource may operate either remotely or onsite at your location.

#### Service Delivery Management scope details

The following SDM services are available as determined by the Based Package purchased:

Service delivery management service types	Package		
	C	A	P
<b>Customer Organization Enablement</b>	✓	✓	✓
<b>Microsoft Product, Service, and Security Updates Guidance</b>	✓	✓	✓
<b>Program Development &amp; Management</b>	✓	✓	✓
<b>Unified Support Onboarding</b>	✓	✓	✓
<b>Cloud Success Program</b>		✓	✓
<b>Executive Relationship Management</b>		✓	✓
<b>Service Delivery Management Add-on</b>		+	+
<b>Onsite Service Delivery Management</b>		+	+

## Support Services Description

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

**Customer Organization Enablement:** Guidance and information provided to your named Support Service Administrator about how to manage utilization of your Unified Support services, and prepare you to use Unified Support digital and reactive services.

**Microsoft Product, Service and Security Updates Guidance:** Information shared with you about important upcoming product and service features and changes, as well as security bulletins for Microsoft technologies.

**Program Development & Management:** *(Formerly known as Services Account Planning & Services Program Management.)* Activities designed to plan, propose, and manage your support program's services, across your organization to help you realize greater value from your investments in Microsoft technology and services.

**Core Support:** Services may be recommended by Microsoft to make use of the capabilities included in your Base Package support and limited additional services your organization may purchase.

**Advanced and Performance Support:** Microsoft may recommend a variety of services intended to help you achieve key business and technology outcomes, making use of the capabilities included in your Base Package support, as well as additional services you may purchase.

**Unified Support Onboarding:** *(Formerly known as Support Initiation)* Activities to support your initiation into Unified Support, including the introduction and promotion of self-service capabilities in the online support portal, with a goal of ensuring timely utilization of your Unified Support services.

**Cloud Success Program:** *(Formerly known as Cloud Success Review.)* Planning and delivery services included to help you achieve specific cloud outcomes, empowering you to accelerate the implementation, adoption and realized value of Microsoft cloud technologies.

**Executive Relationship Management:** *(Formerly known as Executive Services Review.)* A set of activities to ensure the Microsoft Support team is aligned to your organization's strategic priorities and engaged with key business and technology decision makers.

✦ **Service Delivery Management Add-on:** You may elect to purchase additional custom SDM resources to provide service delivery management services, as part of a pre-determined scope of work, which are not explicitly detailed in this document. These resources will operate either remotely or onsite at your location. This service is also subject to Microsoft resource availability.

✦ **Onsite Service Delivery Management:** You may request onsite visits from your service delivery manager that may require an additional charge per visit. This service is subject to Microsoft resource availability.

### Support Technology Advisor scope details

The Support Technology Advisor (STA) service is a tailored support planning service for Unified Performance customers that supports cloud adoption. The STA service is available with Performance Support services and may include:

**Assessment Program:** Evaluates a single defined workload's supportability state, identifies gaps, compares it with recommended practices based on technical evaluation of people, process and

technology, taking into consideration customers’ business objectives. The findings and recommendations are delivered to the customer for approval.

**Workload Attainment Program:** Customer approved services from the Assessment Program are monitored to ensure that desired workload outcomes, are adequately aligned to customer business expectations.

### 2.3 Enhanced support services and solutions

In addition to the services provided as part of the Base Package or as additional services, the following optional enhanced services and solutions may be purchased. Enhanced services and solutions are available for an additional fee and may be defined in an Exhibit referenced in your Work Order.

Service	Package		
	C	A	P
<b>Designated Support Engineering</b>		+ <sup>1</sup>	+
<b>Rapid Response</b>		+	+
<b>Custom Support</b>		+	+
<b>Developer Advanced</b>		+ <sup>1</sup>	+ <sup>1</sup>
<b>Developer Performance</b>			+
<b>Support for Mission Critical</b>			+

+ - Additional service that may be purchased.

+<sup>1</sup> - Additional service that may be purchased up to a limited maximum quantity.

#### 2.3.1 Designated Support Engineering

**Designated Support Engineering (DSE):** DSE services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services.

When purchased as hours, DSE service hours are then deducted from your total purchased hours as they are utilized and delivered, deducted based on the hours equivalent of catalogue price.

Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity, Modern Identity, IT Service Management, DSE Data Analytics and Dynamics 365 and include required pre-defined proactive services built-in.

The focus areas for DSE services:

- Help maintain a deep knowledge of your current, and future, business requirements and configuration of your information technology environment to optimize performance
- Proactively document recommendations of the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)

## Support Services Description

- Help make your deployment and operation activities consistent with your planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of your covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

Regardless of how DSE is purchased, resources are allocated, prioritized and assigned based on the agreement of the parties during the initiation meeting and documented as part of your service delivery plan.

### Service-specific prerequisites and limitations

- For Advanced Support, DSE is limited to a maximum purchase quantity of 1600 hours.
- DSE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).
- DSE services support the specific Microsoft products and technologies selected by you and listed in your Work Order.
- DSE services are delivered for a single support location in the designated support location identified in your Work Order.

### 2.3.2 Rapid Response

🔗 **Rapid Response:** Rapid Response provides accelerated reactive support for your cloud services by routing support incidents to technical experts and providing an escalation path to cloud service operations teams, as required.

To receive Rapid Response services for your Microsoft Azure components you must submit an incident through the applicable cloud service portal. Your Problem Resolution Support requests will be directly routed to a Rapid Response support queue which is staffed by a designated team of engineers with cloud service expertise. For this team to have basic knowledge of your deployment, you must provide documentation on basic Azure deployment and database topology, as well as scaling and load balancing plans where available. While incidents may require resources from standard product support professionals for resolution, the Rapid Response team retains primary responsibility for the incidents 24x7x365.

For your Azure components, the response times for problem resolution support are listed in the table below and supersede any expected Base Package level response times.

Rapid Response	Severity and situation	Our expected response	Your expected response
<b>Critical business impact</b>	<ul style="list-style-type: none"><li>• Loss of a core business process and work cannot reasonably continue</li></ul>	<ul style="list-style-type: none"><li>• First call response in 15 minutes or less</li><li>• Continuous effort on a 24x7 basis<sup>1</sup></li></ul>	<ul style="list-style-type: none"><li>• Appropriate communication with your senior executives, as requested by us</li></ul>

Rapid Response	Severity and situation	Our expected response	Your expected response
	<ul style="list-style-type: none"> <li>Needs attention within 15 minutes</li> </ul>	<ul style="list-style-type: none"> <li>Access to Microsoft's experienced specialists<sup>2</sup></li> <li>Rapid escalation within Microsoft to cloud service operations teams</li> <li>Notification of our senior executives, as required</li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>1</sup></li> <li>Rapid access and response</li> </ul>

<sup>1</sup> We may need to downgrade from 24 x 7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts

<sup>2</sup> Rapid Response Problem Resolution Support services are only available in English.

### 2.3.3 Custom Support

**Custom Support:** For an additional fee, Custom Support provides limited, continued support for a select number of products and service packs that have reached the end of their lifecycle as defined by the Microsoft enterprise support Policy at <http://support.microsoft.com/lifecycle>. The products, versions, or service packs for which you have purchased Custom Support are available defined on your Work Order.

Custom Support program fees are calculated as if you enrolled on the first day the Custom Support program was available (e.g. if Custom Support for SQL Server 2005 SP4 became available on April 13, 2016 but you don't enroll until October 13, 2016, your program fee would still be calculated retroactive to the April 13, 2016 start date). Fees paid for Custom Support are nonrefundable and cannot be transferred between Custom Support Standard and Custom Support programs.

#### Service-specific prerequisites and limitations

- You must have a current Microsoft Unified Support services agreement to support a request for Custom Support services or to request a hotfix. If your Microsoft Unified Support services agreement lapses or is terminated, the Custom Support service will be terminated on the same date.
- You must install and run the most current service pack for the enrolled products listed in your Work Order before receiving Custom Support.
- To participate in Custom Support for the enrolled product(s) and access security bulletins and updates, you must provide a detailed migration plan with device and instance count, quarterly deployment milestones, and a migration completion date. Not providing this migration plan may result in the inability to access Custom Support deliverables.
- For the purposes of Custom Support, a device is any instance, physical or virtual, to which the customer wants to deploy a security update for a particular product. The device or instance

count should equal the number of times the security update, or hotfix, will be deployed rather than the physical device count.

- Custom Support is available to you in the support location(s) set forth in your Work Order, if the support location is included in your total device and instance count.
- Custom Support only covers the English version of the enrolled products, unless otherwise agreed to in writing. If both parties agree to non-English language support, support times may be extended to enable translation (for which localization fees may apply).
- The type of Custom Support purchased and the enrolled product determines what is included with the program fee:
  - **Custom Support Standard:** Provides support for the enrolled product and may include updates for security vulnerabilities defined by the MSRC as critical. For an additional fee, you may be able to purchase security updates for vulnerabilities rated by the MSRC as Important.
- Custom Support is available for purchase on an annual basis, based on fixed program dates that align to the product's support lifecycle. No matter when you enroll, customers must pay the applicable program fee retroactive to the program start date, with retroactive fees due in full upon execution of the Agreement. Unless otherwise noted, one quarter is the minimum term for Custom Support. Customers may opt-out of Custom Support on a quarterly basis with a minimum 14-days' notice prior to the next billing date.
- Non-security hotfixes (e.g. for time zone or Daylight Savings Time issues) may also be available for an additional fee.
- Hotfixes and Security Updates issued by Microsoft to you are for internal use only, which includes use in hosted environments for your direct benefit, and may not be distributed to third parties.
- Security updates and hotfixes may not be distributed to unaffiliated third parties without our written consent. You may request access to security updates and non-security hotfixes (where available) for named contacts designated by you. You agree to notify us of any changes to these designated contact(s).
- Custom Support does not include the option to request additional features, functionality or design changes, or warranty support.
- Although we use commercially reasonable efforts to provide security updates, you acknowledge that there may be cases in which a security update or non-security hotfix, including Critical and Important security updates, cannot be created or provided.
- If you are purchasing Custom Support directly from Microsoft, you may apply the non-security hotfixes and security updates to the applicable enrolled product(s,) including enrolled product(s) acquired through Microsoft Volume Licensing or through the Microsoft Service Provider License Agreement.
- All requests for Custom Support Problem Resolution Support must be submitted via telephone by your designated contacts.
- Access to Microsoft resources for replacement of Security Updates or non-security Hotfixes is available only during the term of the applicable Custom Support Agreement. Re-enrollment would be required to regain access to any Microsoft resources, including replacement of

Security Updates or non-security Hotfixes that may have been downloaded while enrolled in Custom Support, but were subsequently lost, damaged or rendered unusable after the term of enrollment has expired.

### 2.3.4 Developer Support

Developer Support provides long term technical support based on deep cloud and technical knowledge across the entire application development lifecycle for developers who are building, deploying and supporting applications on Microsoft's platform.

An Application Development Manager (ADM) acts as the primary contact and is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. The ADM interfaces with several resources within Microsoft about the customer's requirements.

As part of your support agreement, the following developer solutions may be purchased:

#### 🔗 **Developer Advanced**

Available for Advanced and Performance Support, Developer Advanced support provides targeted solutions to specific application development needs including application modernization, internet of things (IoT) assessments, ALM/DevOps solutions, training, and testing. It is the recommended level of assistance for customers that require specialized development support on a various of areas or topics in the development lifecycle.

Minimum engagement consists of 320 ADM (Application Developer Manager) hours. Smaller, customized engagements can be scoped upon special request. Developer Advanced support has a maximum of 800 ADM hours.

#### 🔗 **Developer Performance**

Available for Performance Support, Developer Performance support delivers comprehensive support across the application development lifecycle, providing customers with cloud architecture, vulnerability assessments, ALM/DevOps solutions, security development lifecycle, code reviews, performance and monitoring, application modernization, internet of things (IoT) implementation and management, training, and testing. It is the recommended level of assistance for customers that require complete development support for business critical as well as complex development environments.

Developer Performance support has a minimum engagement consists of 800 ADM hours. Smaller, customized engagements can be scoped upon special request.

### 2.3.5 Support for Mission Critical

🔗 **Support for Mission Critical:** Provides a higher level of support for a defined set of Microsoft products and Online Services that make up a part of your mission critical solution, as specified on your Work Order. Support for Mission Critical provides a customized program of support services, is available for an additional fee and is defined in an Exhibit referenced in your Work Order.

## 2.4 Additional terms and conditions

Microsoft Unified Support services are delivered based on the following prerequisites and assumptions.

- Base reactive services are provided remotely to the location(s) of your designated support contacts. All other services are provided remotely to your location(s) designated or listed on your Work Order, unless otherwise set forth in writing.

## Support Services Description

- Base reactive services are provided in English and, where available, may be provided in your spoken language. All other services are provided in the spoken language of the Microsoft services location providing services, or in English, unless otherwise agreed to in writing.
- We provide support for all versions of commercially released, generally available Microsoft software and Online Services products that you have purchased and are identified on the Product Terms, published by Microsoft from time to time at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies), unless otherwise set forth in a Work Order, an Exhibit to this Support Services Description, or specifically excluded on your online support portal at <http://serviceshub.microsoft.com>.
- Support for pre-release and beta products is not provided, except as otherwise noted in an attached exhibit.
- All services, including any additional services purchased as part of and during the Term of a Support Work Order, are forfeited if not utilized during the Term of the applicable Work Order.
- Scheduling of services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- We can access your system via remote connection to analyze problems at your request. Our personnel will access only those systems authorized by you. To utilize remote connection assistance, you must provide us with the appropriate access and necessary equipment.
- Some services may require us to store, process, and access your customer data. When we do so, we use Microsoft-approved technologies which comply with our data-protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your customer data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.
- If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100 percent of the price of the service; if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- When purchasing additional services, we may require the inclusion of service delivery management to facilitate delivery.
- If you ordered one type of service and wish to exchange it for another type of service, you may apply equivalent list rate value to an alternative service that is available within your Base Package, where available, and agreed with your service delivery resource.
- Software Assurance Benefits 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB"), may be converted to an equivalent value (as determined by Microsoft) and used towards the fees for Base Package support, eligible components of Designated Support Engineering (DSE) and/or eligible components of Enhanced services and solutions. Your delivery management resource can confirm such value(s) and fee(s), if applicable. After 30 days of the Support Commencement Date, we may invoice you for the equivalent value of any deficit SAB you commit for any such conversion, as designated in your Work Order.
- At your request, we will provide reporting detailing your organization's use of Microsoft Support. Consumption metrics are reflective of the current accessible data available to



Microsoft and may be changed or amended. Customized reporting is also available and may require an additional purchase order.

- Not all additional services may be available in your country. Please contact your service delivery resource for details.
- Support services are limited to advice and guidance related to code owned by you or by Microsoft.
- You agree that the only non-Microsoft code to which you provide us access to is code that you own.
- Support does not provide code of any kind, other than sample code.
- There may be minimum platform requirements for the services purchased.
- Services may not be delivered through to your customers.
- If you have an Advanced or Performance Support Base Package and where onsite visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and living expenses. You agree to notify Microsoft of any applicable travel and expense requirements such as per diem rates or restrictions on travel.

Additional prerequisites and assumption may be set forth in relevant Exhibits.

## **2.5 Your responsibilities**

Optimizing the benefits of your Microsoft Unified Support services is contingent upon you fulfilling the following responsibilities, in addition to those set forth in any applicable exhibits. Failure to comply with the following responsibilities may result in delays of service:

- You will designate a named support services administrator who is responsible for leading your team and managing all of your support activities and internal processes for submitting support incidents requests to us.
- Depending on your Base Package as outlined below, you can designate named reactive support contacts who are responsible for creating support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services may also submit cloud support requests through the applicable support portals.
  - Core Support – Up to five (5) named contacts
  - Advanced Support – Up to twenty (20) named contacts
  - Performance Support –Up to thirty (30) named contacts
- For online services support requests, Cloud administrators, for your cloud-based services, must submit support requests through the applicable online service support portal.
- In addition to your support services administrator, designated named reactive support contacts and authorized cloud administrators, you may purchase additional named contacts up to the maximum listed below for the number of additional named contacts who will be authorized to create support issue requests. Additional contacts may be purchased up to the following thresholds:
  - Core Support – Up to five (5) additional named contacts
  - Advanced Support – Up to twenty (20) additional named contacts
  - Performance Support – Up to thirty (30) additional named contacts

## Support Services Description

- When submitting a service request, your reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These contacts should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
- You agree to work with us to plan for the utilization of services, based upon the services you purchased.
- You agree to notify us of any changes to the named contacts designated in your Work Order.
- You may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- You are responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- You agree, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.
- You are responsible for any travel and expenses incurred by your employees or contractors.
- You may be asked by your service delivery resource to fulfill other responsibilities specific to the service you purchased.
- When using cloud services as part of this support, you must either purchase or have an existing subscription or data plan for the applicable online service.
- If you have an Advanced or Performance Support Package, you agree to submit requests for Proactive services, along with any necessary or applicable data, no later than 60 days prior to the expiration date of the applicable Work Order.
- If you have an Advanced or Performance Support Package, you agree to provide our service delivery team required to be onsite with reasonable telephone and high-speed Internet access and access to your internal systems and diagnostic tools, as applicable.

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**Appendix A**  
**Scope of Services**

**Microsoft Documents:**

**A9: Supplemental Contact Information Form**

## Supplemental Contact Information Form State and Local

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

This form applies to:  Agreement  
 Enrollment/Affiliate Registration Form

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

### **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### **1. Additional notices contact.**

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

**Name of Entity\***  
**Contact name\*:** First Last  
**Contact email\***  
**Street address\***  
**City\* State\* Postal code\***  
**Country\***  
**Phone\* Fax**

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

#### **2. Software Assurance manager.**

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

**Name of Entity\***  
**Contact name\*:** First Last  
**Contact email\***  
**Street address\***  
**City\* State\* Postal code\***  
**Country\***  
**Phone\* Fax**

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

### **3. Subscriptions manager.**

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

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

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

### **4. Online Services manager.**

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

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

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

### **5. Customer Support Manager (CSM):**

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

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

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

### **6. Primary contact information:**

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

**Name of Entity\***

**Contact name\*:** First Last

Contact email\*  
Street address\*  
City\* State\* Postal code\*  
Country\*:  
Phone\* Fax

**7. Notices contact and online administrator information:**

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

Same as primary contact

**Name of Entity\***

Contact name\*: First Last

Contact email\*

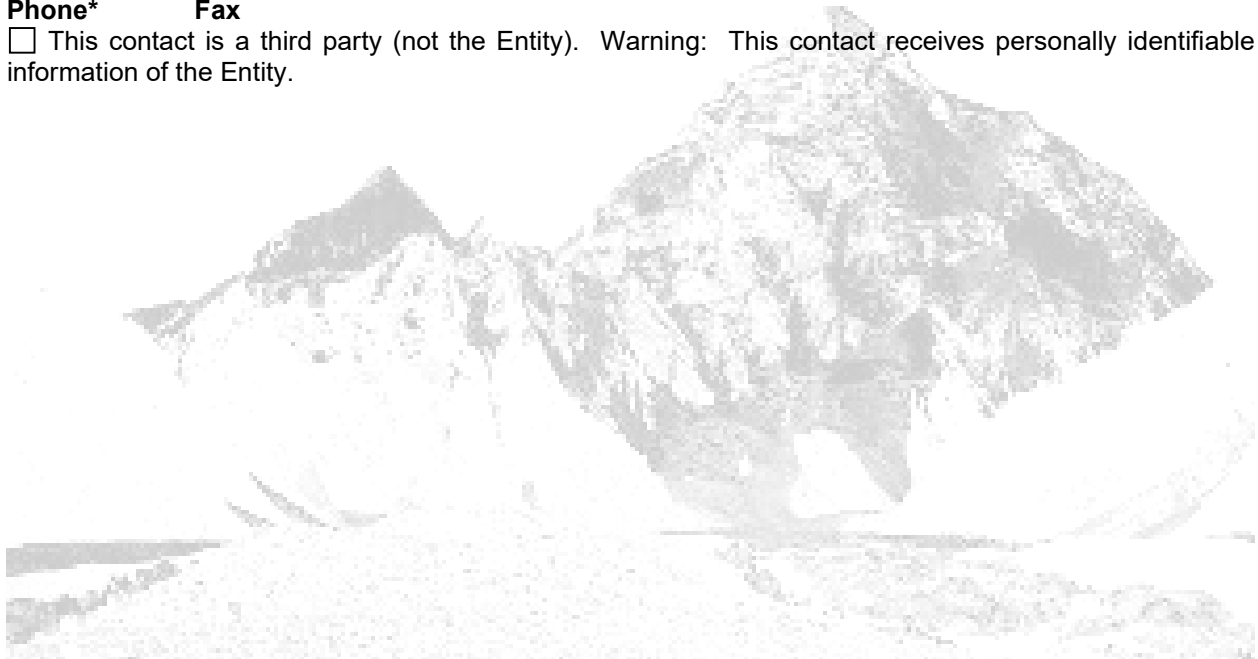
Street address\*

City\* State\* Postal code\*

Country\*:

Phone\* Fax

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



**Appendix B  
Calculation of Charges**

**I. Calculation of Charges**

Total Estimated Cost - Summary	
Description	TOTAL
Year 1: Estimated Spend – All Departments	\$ 9,852,750.27
Year 2: Estimated Spend – All Departments	\$ 9,852,750.27
Year 3: Estimated Spend – All Departments	\$ 12,294,939.78
Year 1: Estimated True Ups – All Departments	\$ 1,499,560.00
Year 2: Estimated True Ups – All Departments	\$ 1,250,000.00
Year 3: Estimated True Ups – All Departments	\$ 1,250,000.00
Year 1: Estimated Optional Purchase by DT	\$ 1,500,000.00
Year 2: Estimated Optional Purchase by DT	\$ 1,500,000.00
Year 3: Estimated Optional Purchase by DT	\$ 1,000,000.00
<b>TOTAL ESTIMATED COST Over 39 months (Year 3 = 15 months):</b>	<b>\$ 40,000,000.00</b>

Contractor shall provide an invoice to the City on an annual basis for Products, Services and/or Licensed Software.

**II. Affiliate Enrollments**

The City currently has twenty-six (26) separate affiliate enrollments for Microsoft. The total cost of the enrollments when combined, equals the estimated spend and true-up identified above. Contractor shall facilitate the execution of all required enrollments documents for each affiliate. Each affiliate’s product selections are attached to this Appendix B.



**III. Additional Purchase Pricing:**

**MINIMUM DISCOUNTS BELOW MANUFACTURER’S PRICE**

For all Microsoft products and services purchased through this contract, Supplier shall provide the following minimum percentage discounts from the identified pricing level, as well as the maximum price and markup Supplier can charge.

<b>Microsoft Category</b>	<b>Category Description</b>	<b>Pricing Level</b>	<b>Maximum Supplier Markup Percentage</b>
<b>Enterprise Online Services</b>	Full USLs, From SA USLs, Add-ons and Step Ups. M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Government Level D Minus 2%	1%
<b>Enterprise Products</b>	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Government Level D	1%
<b>Additional Products</b>	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Government Level D	1%
<b>Server and Tools Product (applies to Server and Cloud Enrollments only)</b>	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Government Level D	1%
<b>All products for Select Plus Agreement No. 7756479</b>		Government Level D	1%
<b>Microsoft Premier Support</b>			1%
<b>Microsoft Unified Support Services</b>			1%

Department: Department of Technology  
 1 South Van Ness, Suite 200  
 San Francisco, CA, United States, 94102

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	372	41.72	\$ 15,519.84	41.72	\$ 15,519.84	52.15	\$ 19,399.80
<b>Additional Products</b>								
77D-00111	VSPProSubMSDN ALNG SA MVL	1	303.85	\$ 303.85	303.85	\$ 303.85	379.81	\$ 379.81
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	740	164.49	\$ 121,722.60	164.49	\$ 121,722.60	205.61	\$ 152,151.40
9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	0	383.93	\$ -	383.93	\$ -	425.05	\$ -
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	74	33.55	\$ 2,482.70	33.55	\$ 2,482.70	41.93	\$ 3,102.82
NK7-00066	IdentityMgrCAL ALNG SA MVL UsrCAL	30	2.89	\$ 86.70	2.89	\$ 86.70	3.61	\$ 108.30
359-00792	SQLCAL ALNG SA MVL DvcCAL	203	33.79	\$ 6,859.37	33.79	\$ 6,859.37	42.23	\$ 8,572.69
810-04760	SQLSvrEnt ALNG SA MVL	4	1,390.21	\$ 5,560.84	1,390.21	\$ 5,560.84	1,737.77	\$ 6,951.08
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	24	2,224.68	\$ 53,392.32	2,224.68	\$ 53,392.32	2,780.85	\$ 66,740.40
228-04433	SQLSvrStd ALNG SA MVL	1	145.25	\$ 145.25	145.25	\$ 145.25	181.56	\$ 181.56
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	32	580.16	\$ 18,565.12	580.16	\$ 18,565.12	725.20	\$ 23,206.40
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	200	21.40	\$ 4,280.00	21.40	\$ 4,280.00	26.75	\$ 5,350.00
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	36	124.57	\$ 4,484.52	124.57	\$ 4,484.52	155.71	\$ 5,605.56
<b>Monthly Subscriptions</b>								
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	16,461	176.27	\$ 2,901,580.47	176.27	\$ 2,901,580.47	220.34	\$ 3,627,016.74
T2N-00001	O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr	90	362.88	\$ 32,659.20	362.88	\$ 32,659.20	453.61	\$ 40,824.90
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	590	18.52	\$ 10,926.80	18.52	\$ 10,926.80	23.15	\$ 13,658.50
AAA-11982	M365 E3 GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original)	1	338.60	\$ 338.60	338.60	\$ 338.60	423.24	\$ 423.24
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	9,166	75.15	\$ 688,824.90	75.15	\$ 688,824.90	93.94	\$ 861,054.04
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	2,719	207.41	\$ 563,947.79	207.41	\$ 563,947.79	259.27	\$ 704,955.13
<b>Enterprise Tenant ID: Test</b>								
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	20	207.41	\$ 4,148.20	207.41	\$ 4,148.20	259.27	\$ 5,185.40
AAA-12536	EntMobandSecE3 Shared Alng MonthlySub Addon ToUsrCrCAL	0	0.00	\$ -	0.00	\$ -	0.00	\$ -
7LS-00002	Project Plan3 Shared All Lng Subs VL MVL Per User	0	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Additional Products</b>								
3GU-00001	O365AdvThrtPrtctPin1GCC ShrdSvr ALNG SubsVL MVL PerUsr	1,560	18.04	\$ 28,142.40	18.04	\$ 28,142.40	22.55	\$ 35,178.00
SES-00001	PowerAppsperAppPlanGCC ShrdSvr ALNG SubsVL MVL	11	106.66	\$ 1,173.26	106.66	\$ 1,173.26	133.32	\$ 1,466.52
SEL-00001	PowerAppsPlanGCC ShrdSvr ALNG SubsVL MVL PerUsr	11	426.62	\$ 4,692.82	426.62	\$ 4,692.82	533.28	\$ 5,866.08
P3U-00001	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	1,300	134.91	\$ 175,383.00	134.91	\$ 175,383.00	168.64	\$ 219,232.00
AAA-51069	Win10UsrOLSActv Alng MonthlySub Addon E3	0	0.00	\$ -	0.00	\$ -	0.00	\$ -
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	2,300	42.32	\$ 97,336.00	42.32	\$ 97,336.00	52.91	\$ 121,693.00
J5U-00001	Azure Monetary Commitment - US Gov	125	1,202.40	\$ 150,300.00	1,202.40	\$ 150,300.00	1,503.00	\$ 187,875.00
MQN-00001	AzureActiveDirctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	5	80.92	\$ 404.60	80.92	\$ 404.60	101.15	\$ 505.75
LM9-00001	DmstcCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr	140	126.97	\$ 17,775.80	126.97	\$ 17,775.80	158.72	\$ 22,220.80
NVG-00005	Dyn365ECstmrSrvccGCC ShrdSvr ALNG SubsVL MVL PerUsr	25	1,013.23	\$ 25,330.80	1,013.23	\$ 25,330.80	1,266.54	\$ 31,663.50
NUY-00001	Dyn365EForCaseMngmntGCC ShrdSvr ALNG SubsVL MVL PerUsr	25	410.50	\$ 10,262.50	410.50	\$ 10,262.50	513.12	\$ 12,828.00
4ES-00001	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	10,466	25.49	\$ 266,778.34	25.49	\$ 266,778.34	31.86	\$ 333,446.76
SFR-00001	PAtmtPlanGCC ShrdSvr ALNG SubsVL MVL PerUsr	20	158.72	\$ 3,174.40	158.72	\$ 3,174.40	198.40	\$ 3,968.00
SFL-00001	PAtmtBizProcGCC ShrdSvr ALNG SubsVL MVL Min5Licenses	5	1,058.11	\$ 5,290.55	1,058.11	\$ 5,290.55	1,322.64	\$ 6,613.20
3QD-00003	IntuneAddOnGCC ShrdSvr ALNG SubsVL MVL PerUsr	25	33.55	\$ 838.75	33.55	\$ 838.75	41.93	\$ 1,048.25
3KS-00001	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr	1,300	32.59	\$ 42,367.00	32.59	\$ 42,367.00	40.73	\$ 52,949.00
3PN-00001	ProjOnlnEssntlsGCC ShrdSvr ALNG SubsVL MVL PerUsr	150	63.01	\$ 9,451.50	63.01	\$ 9,451.50	78.76	\$ 11,814.00
7VX-00001	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr	200	494.67	\$ 98,934.00	494.67	\$ 98,934.00	618.33	\$ 123,666.00
7MS-00001	ProjectPlan3 GCC Shared All Lng SubsVL MVL PerUsr	460	269.82	\$ 124,117.20	269.82	\$ 124,117.20	337.27	\$ 155,144.20
HKL-00002	PwrBIPremP1GCC ShrdSvr ALNG SubsVL MVL	3	44,924.79	\$ 134,774.37	44,924.79	\$ 134,774.37	56,155.99	\$ 168,467.97
DDJ-00001	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr	480	89.82	\$ 43,113.60	89.82	\$ 43,113.60	112.27	\$ 53,889.60
<b>Estimated Annual Spend</b>				<b>\$ 5,675,469.96</b>		<b>\$ 5,675,469.96</b>		<b>\$ 7,094,403.40</b>
<b>Estimated Annual True-Up</b>				<b>\$ 851,320.49</b>		<b>\$ 851,320.49</b>		<b>\$ 1,064,160.51</b>

Optional Products for Purchase: The Department of Technology shall have the option to purchase one or more of the products identified below for the price and quantities stated. Said option shall be valid until September 15, 2020. DT must purchase the minimum quantity for said pricing to be effective. For the Year-1 price, please quote 12 months for continuity, with the understanding it will actually be prorated based on the month of purchase.

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
AAD-32904	EntMobandSecE3GCC Shared Alng MonthlySub Addon ToUsrCrCAL	26,000	44.02	\$ 1,144,494.00	49.20	\$ 1,279,324.80	67.23	\$ 1,748,097.00
GLN-00001	O365AdvThrtPrtctPin2GCC ShrdSvr ALNG SubsVL MVL PerUsr	17,000	38.35	\$ 651,963.60	38.35	\$ 651,963.60	47.94	\$ 814,954.50
MQW-00003	EntMobandSecE5GCC ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL	26,000	87.44	\$ 2,273,310.00	99.62	\$ 2,590,005.60	139.59	\$ 3,629,457.00
<b>Estimated Annual Optional Purchase</b>				<b>\$ 4,069,767.60</b>		<b>\$ 4,521,294.00</b>		<b>\$ 6,192,508.50</b>

Department: **San Francisco International Airport - ITT**  
 575 N. McDonnell Rd  
 San Francisco, CA, United States, 94128-3162

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	2,467	41.72	\$ 102,923.24	41.72	\$ 102,923.24	52.15	\$ 128,654.05
<b>Additional Products</b>								
076-01912	Prjct Std ALNG SA MVL	130	115.67	\$ 15,037.10	115.67	\$ 15,037.10	144.59	\$ 18,796.70
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	50	190.70	\$ 9,535.00	190.70	\$ 9,535.00	238.38	\$ 11,919.00
D87-01159	VisioPro ALNG SA MVL	200	99.08	\$ 19,816.00	99.08	\$ 19,816.00	123.85	\$ 24,770.00
D86-01253	VisioStd ALNG SA MVL	380	51.10	\$ 19,418.00	51.10	\$ 19,418.00	63.88	\$ 24,274.40
MX3-00117	VSEntSubMSDN ALNG SA MVL	15	1,061.00	\$ 15,915.00	1,061.00	\$ 15,915.00	1,326.25	\$ 19,893.75
77D-00111	VSProSubMSDN ALNG SA MVL	18	303.85	\$ 5,469.30	303.85	\$ 5,469.30	379.81	\$ 6,836.58
H04-00268	SharePointSvr ALNG SA MVL	6	1,202.76	\$ 7,216.56	1,202.76	\$ 7,216.56	1,503.45	\$ 9,020.70
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	84	2,224.68	\$ 186,873.12	2,224.68	\$ 186,873.12	2,780.85	\$ 233,591.40
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	13	5,190.88	\$ 67,481.44	5,190.88	\$ 67,481.44	5,747.05	\$ 74,711.65
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	116	580.16	\$ 67,298.56	580.16	\$ 67,298.56	725.20	\$ 84,123.20
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	50	21.40	\$ 1,070.00	21.40	\$ 1,070.00	26.75	\$ 1,337.50
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	240	124.57	\$ 29,896.80	124.57	\$ 29,896.80	155.71	\$ 37,370.40
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	920	17.56	\$ 16,155.20	17.56	\$ 16,155.20	21.94	\$ 20,184.80
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	112	41.28	\$ 4,623.36	41.28	\$ 4,623.36	45.67	\$ 5,115.04
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	2,467	18.52	\$ 45,688.84	18.52	\$ 45,688.84	23.15	\$ 57,111.05
<b>Estimated Annual Spend</b>				<b>\$ 614,417.52</b>		<b>\$ 614,417.52</b>		<b>\$ 757,710.22</b>
<b>Estimated Annual True-Up</b>				<b>\$ 92,162.63</b>		<b>\$ 92,162.63</b>		<b>\$ 113,656.53</b>

Department: **CCSF - War Memorial**  
 401 Van Ness Avenue, Ste 110  
 San Francisco, CA, United States, 94102-4521

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	35	19.36	\$ 677.60	19.36	\$ 677.60	24.20	\$ 847.00
<b>Estimated Annual Spend</b>				\$ 677.60		\$ 677.60		\$ 847.00
<b>Estimated Annual True-Up</b>				\$ 101.64		\$ 101.64		\$ 127.05

Department: **Office of the Treasurer and Tax Collector**  
 1 Carlton B Goodlett Pl City Hall Room 140  
 San Francisco, CA, United States, 94102-4603

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
359-00961	SQLCAL ALNG SA MVL UsrcAL	2	33.79	\$ 67.58	33.79	\$ 67.58	42.23	\$ 84.46
228-04433	SQLSvrStd ALNG SA MVL	2	145.25	\$ 290.50	145.25	\$ 290.50	181.56	\$ 363.12
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	277	19.36	\$ 5,362.72	19.36	\$ 5,362.72	24.20	\$ 6,703.40
<b>Estimated Annual Spend</b>				\$ 5,720.80		\$ 5,720.80		\$ 7,150.98
<b>Estimated Annual True-Up</b>				\$ 858.12		\$ 858.12		\$ 1,072.65

Department	San Francisco Sheriff's Department 1 Carlton B. Goodlett Pl Room 456 San Francisco, CA, United States, 93102-4605							
<b>Part #</b>	<b>Item Name</b>	<b>Qty</b>	<b>Yr 1 Price (12 months)</b>	<b>Yr 1 Total (12 months)</b>	<b>Yr 2 Price (12 months)</b>	<b>Yr 2 Total (12 months)</b>	<b>Yr 3 Price (15 months)</b>	<b>Yr 3 Total (15 months)</b>
<b>Additional Products</b>								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	2,224.68	\$ 4,449.36	2,224.68	\$ 4,449.36	2,780.85	\$ 5,561.70
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	6	580.16	\$ 3,480.96	580.16	\$ 3,480.96	725.20	\$ 4,351.20
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	365	21.40	\$ 7,811.00	21.40	\$ 7,811.00	26.75	\$ 9,763.75
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	60	124.57	\$ 7,474.20	124.57	\$ 7,474.20	155.71	\$ 9,342.60
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	1,075	19.36	\$ 20,812.00	19.36	\$ 20,812.00	24.20	\$ 26,015.00
<b>Monthly Subscriptions Additional Products</b>								
7F4-00002	WINVDAE3 ALNG SubsVL MVL PerUsr	350	88.02	\$ 30,807.00	88.02	\$ 30,807.00	110.02	\$ 38,507.00
<b>Estimated Annual Spend</b>				<b>\$ 74,834.52</b>		<b>\$ 74,834.52</b>		<b>\$ 93,541.25</b>
<b>Estimated Annual True-Up</b>				<b>\$ 11,225.18</b>		<b>\$ 11,225.18</b>		<b>\$ 14,031.19</b>

Department: **San Francisco Police Department**  
 850 Bryant Street, Room 454  
 San Francisco, CA, United States, 94103-4603

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
<b>Additional Products</b>								
7E7-00001	ProjOnlnProfGCCFromSA ShrdSvr ALNG SubsVL MVL PerUsr (per-user cloud version)	5	229.42	\$ 1,147.10	229.42	\$ 1,147.10	286.77	\$ 1,433.85
D87-01159	VisioPro ALNG SA MVL	250	99.08	\$ 24,770.00	99.08	\$ 24,770.00	123.85	\$ 30,962.50
77D-00111	VSPProSubMSDN ALNG SA MVL	1	303.85	\$ 303.85	303.85	\$ 303.85	379.81	\$ 379.81
9GS-00135	CISStEDCCore ALNG SA MVL 2Lic CoreLic	276	164.49	\$ 45,399.24	164.49	\$ 45,399.24	205.61	\$ 56,748.36
9GA-00313	CISStStdCore ALNG SA MVL 2Lic CoreLic	264	33.55	\$ 8,857.20	33.55	\$ 8,857.20	41.93	\$ 11,069.52
H04-00268	SharePointSvr ALNG SA MVL	3	1,202.76	\$ 3,608.28	1,202.76	\$ 3,608.28	1,503.45	\$ 4,510.35
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	24	2,224.68	\$ 53,392.32	2,224.68	\$ 53,392.32	2,780.85	\$ 66,740.40
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	3,082	19.36	\$ 59,667.52	19.36	\$ 59,667.52	24.20	\$ 74,584.40
<b>Estimated Annual Spend</b>				<b>\$ 197,145.51</b>		<b>\$ 197,145.51</b>		<b>\$ 246,429.19</b>
<b>Estimated Annual True-Up</b>				<b>\$ 29,571.83</b>		<b>\$ 29,571.83</b>		<b>\$ 36,964.38</b>

Department: **San Francisco Employees' Retirement System**  
 1145 Market Street, 6th Floor  
 San Francisco, CA, United States

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	3	2,224.68	\$ 6,674.04	2,224.68	\$ 6,674.04	2,780.85	\$ 8,342.55
7JQ-00341	SQLSvrEntCore ALNG LicSA Pk MVL 2Lic CoreLic	2	5,190.88	\$ 10,381.76	5,190.88	\$ 10,381.76	5,747.05	\$ 11,494.10
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	15	21.40	\$ 321.00	21.40	\$ 321.00	26.75	\$ 401.25
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	16	124.57	\$ 1,993.12	124.57	\$ 1,993.12	155.71	\$ 2,491.36
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	142	17.56	\$ 2,493.52	17.56	\$ 2,493.52	21.94	\$ 3,115.48
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	134	19.36	\$ 2,594.24	19.36	\$ 2,594.24	24.20	\$ 3,242.80
<b>Estimated Annual Spend</b>				<b>\$ 24,457.68</b>		<b>\$ 24,457.68</b>		<b>\$ 29,087.54</b>
<b>Estimated Annual True-Up</b>				<b>\$ 3,668.65</b>		<b>\$ 3,668.65</b>		<b>\$ 4,363.13</b>



Department: **San Francisco Recreation and Park Department**  
 501 Stanyan Street  
 San Francisco, CA, United States, 94117-1898

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	2,224.68	\$ 4,449.36	2,224.68	\$ 4,449.36	2,780.85	\$ 5,561.70
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	1,374	19.36	\$ 26,600.64	19.36	\$ 26,600.64	24.20	\$ 33,250.80
<b>Estimated Annual Spend</b>				\$ 31,050.00		\$ 31,050.00		\$ 38,812.50
<b>Estimated Annual True-Up</b>				\$ 4,657.50		\$ 4,657.50		\$ 5,821.88

Department:	<b>San Francisco Public Utilities Commission</b> 525 Golden Gate Ave., 5th Floor San Francisco, CA, United States, 94102
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Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
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**Enterprise Products**

**Additional Products**

076-01912	Prjct Std ALNG SA MVL	25	115.67	\$ 2,891.75	115.67	\$ 2,891.75	144.59	\$ 3,614.75
D87-01159	VisioPro ALNG SA MVL	25	99.08	\$ 2,477.00	99.08	\$ 2,477.00	123.85	\$ 3,096.25
D86-01253	VisioStd ALNG SA MVL	100	51.10	\$ 5,110.00	51.10	\$ 5,110.00	63.88	\$ 6,388.00
MX3-00117	VSEntSubMSDN ALNG SA MVL	1	1,061.00	\$ 1,061.00	1,061.00	\$ 1,061.00	1,326.25	\$ 1,326.25
77D-00111	VSProSubMSDN ALNG SA MVL	14	303.85	\$ 4,253.90	303.85	\$ 4,253.90	379.81	\$ 5,317.34
H22-00475	PrjctSvr ALNG SA MVL	1	1,003.16	\$ 1,003.16	1,003.16	\$ 1,003.16	1,253.95	\$ 1,253.95
359-00792	SQLCAL ALNG SA MVL DvcCAL	5	33.79	\$ 168.95	33.79	\$ 168.95	42.23	\$ 211.15
359-00961	SQLCAL ALNG SA MVL UsrCAL	30	33.79	\$ 1,013.70	33.79	\$ 1,013.70	42.23	\$ 1,266.90
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	24	2,224.68	\$ 53,392.32	2,224.68	\$ 53,392.32	2,780.85	\$ 66,740.40
228-04433	SQLSvrStd ALNG SA MVL	10	145.25	\$ 1,452.50	145.25	\$ 1,452.50	181.56	\$ 1,815.60
9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	16	17.80	\$ 284.80	17.80	\$ 284.80	22.24	\$ 355.84
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	600	21.40	\$ 12,840.00	21.40	\$ 12,840.00	26.75	\$ 16,050.00
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	526	124.57	\$ 65,523.82	124.57	\$ 65,523.82	155.71	\$ 81,903.46
R39-00396	WinSvrExtConn ALNG SA MVL	1	326.69	\$ 326.69	326.69	\$ 326.69	408.37	\$ 408.37
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	547	17.56	\$ 9,605.32	17.56	\$ 9,605.32	21.94	\$ 12,001.18

**Monthly Subscriptions Enterprise**

T2N-00005	O365 GCC E5 Step up from O365 GCC E3	50	156.82	\$ 7,841.00	156.82	\$ 7,841.00	196.02	\$ 9,801.00
MQY-00002	Enterprise Mobility and Security E5 GCC Step up from EntMobandSec E3 GCC	50	63.32	\$ 3,166.00	63.32	\$ 3,166.00	79.15	\$ 3,957.50
TSP-00001	Windows E5 Step up from Win E3 GCC	10	52.51	\$ 525.10	52.51	\$ 525.10	65.64	\$ 656.40
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	2,800	323.20	\$ 904,960.00	323.20	\$ 904,960.00	404.00	\$ 1,131,200.00
AAD-32907	Enterprise Mobility and Security E3 GCC Full USL	50	91.36	\$ 4,568.00	91.36	\$ 4,568.00	114.20	\$ 5,710.00

**Monthly Subscriptions Additional Products**

LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	50	42.32	\$ 2,116.00	42.32	\$ 2,116.00	52.91	\$ 2,645.50
J5U-00001	Azure Monetary Commitment - US Gov	2	1,202.40	\$ 2,404.80	1,202.40	\$ 2,404.80	1,503.00	\$ 3,006.00
MQM-00001	AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	1	53.99	\$ 53.99	53.99	\$ 53.99	67.48	\$ 67.48
MQN-00002	AzureActiveDrctryPremP2GCC ALNG SU MVL AzureActvDrctryPremP1GCC	1	26.93	\$ 26.93	26.93	\$ 26.93	33.67	\$ 33.67
MQN-00001	AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	1	80.92	\$ 80.92	80.92	\$ 80.92	101.15	\$ 101.15
LK9-00003	PhoneSysGCC ShrdSvr ALNG SubsVL MVL PerUsr	50	71.90	\$ 3,595.00	71.90	\$ 3,595.00	89.88	\$ 4,494.00
HKL-00002	PwrBIPremP1GCC ShrdSvr ALNG SubsVL MVL	1	44,924.79	\$ 44,924.79	44,924.79	\$ 44,924.79	56,155.99	\$ 56,155.99
DDJ-00001	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr	50	89.82	\$ 4,491.00	89.82	\$ 4,491.00	112.27	\$ 5,613.50
LN9-00001	International Calling Plan GCC	1	255.97	\$ 255.97	255.97	\$ 255.97	319.97	\$ 319.97
LM9-00001	Domestic Calling Plan GCC	1	127.99	\$ 127.99	127.99	\$ 127.99	159.98	\$ 159.98

**Monthly Subscriptions Additional Products Tenant ID: Azure Commercial**

6QK-00007	Azure Monetary Commitment	1	1,202.40	\$ 1,202.40	1,202.40	\$ 1,202.40	1,503.00	\$ 1,503.00
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<b>Estimated Annual Spend</b>				<b>\$ 1,141,744.80</b>		<b>\$ 1,141,744.80</b>		<b>\$ 1,427,174.58</b>
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<b>Estimated Annual True-Up</b>				<b>\$ 171,261.72</b>		<b>\$ 171,261.72</b>		<b>\$ 214,076.19</b>
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Department: **Port of San Francisco**  
 Pier 1, The Embarcadero  
 San Francisco, CA, United States, 94111-1214

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
269-05704	OfficeProPlus ALNG SA MVL	50	98.96	\$ 4,948.00	98.96	\$ 4,948.00	123.70	\$ 6,185.00
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	288	41.72	\$ 12,015.36	41.72	\$ 12,015.36	52.15	\$ 15,019.20
<b>Additional Products</b>								
77D-00111	VSProSubMSDN ALNG SA MVL	1	303.85	\$ 303.85	303.85	\$ 303.85	379.81	\$ 379.81
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	96	124.57	\$ 11,958.72	124.57	\$ 11,958.72	155.71	\$ 14,948.16
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	16	17.56	\$ 280.96	17.56	\$ 280.96	21.94	\$ 351.04
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	288	18.52	\$ 5,333.76	18.52	\$ 5,333.76	23.15	\$ 6,667.20
<b>Estimated Annual Spend</b>				<b>\$ 34,840.65</b>		<b>\$ 34,840.65</b>		<b>\$ 43,550.41</b>
<b>Estimated Annual True-Up</b>				<b>\$ 5,226.10</b>		<b>\$ 5,226.10</b>		<b>\$ 6,532.56</b>

Department:	<b>Juvenile Probation Department</b> 375 Woodside Ave San Francisco, CA, United States, 94127-1221
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Part #	Item Name		Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
D86-01253	VisioStd ALNG SA MVL	2	51.10	\$ 102.20	51.10	\$ 102.20	63.88	\$ 127.76
MX3-00117	VSEntSubMSDN ALNG SA MVL	1	1,061.00	\$ 1,061.00	1,061.00	\$ 1,061.00	1,326.25	\$ 1,326.25
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	16	164.49	\$ 2,631.84	164.49	\$ 2,631.84	205.61	\$ 3,289.76
H04-00268	SharePointSvr ALNG SA MVL	1	1,202.76	\$ 1,202.76	1,202.76	\$ 1,202.76	1,503.45	\$ 1,503.45
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	580.16	\$ 1,160.32	580.16	\$ 1,160.32	725.20	\$ 1,450.40
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	16	124.57	\$ 1,993.12	124.57	\$ 1,993.12	155.71	\$ 2,491.36
<b>Monthly Subscriptions</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	225	19.36	\$ 4,356.00	19.36	\$ 4,356.00	24.20	\$ 5,445.00
<b>Estimated Annual Spend</b>				\$ 12,507.24		\$ 12,507.24		\$ 15,633.98
<b>Estimated Annual True-Up</b>				\$ 1,876.09		\$ 1,876.09		\$ 2,345.10

Department	Human Resources Department 1 South Van Ness, 4th Floor San Francisco, CA, United States, 94103-5413							
Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	200	41.72	\$ 8,344.00	41.72	\$ 8,344.00	52.15	\$ 10,430.00
<b>Additional Products</b>								
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	20	190.70	\$ 3,814.00	190.70	\$ 3,814.00	238.38	\$ 4,767.60
D87-01159	VisioPro ALNG SA MVL	50	99.08	\$ 4,954.00	99.08	\$ 4,954.00	123.85	\$ 6,192.50
359-00961	SQLCAL ALNG SA MVL UsrCAL	5	33.79	\$ 168.95	33.79	\$ 168.95	42.23	\$ 211.15
228-04433	SQLSvrStd ALNG SA MVL	1	145.25	\$ 145.25	145.25	\$ 145.25	181.56	\$ 181.56
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	100	21.40	\$ 2,140.00	21.40	\$ 2,140.00	26.75	\$ 2,675.00
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	217	18.52	\$ 4,018.84	18.52	\$ 4,018.84	23.15	\$ 5,023.55
<b>Estimated Annual Spend</b>				<b>\$ 23,585.04</b>		<b>\$ 23,585.04</b>		<b>\$ 29,481.36</b>
<b>Estimated Annual True-Up</b>				<b>\$ 3,537.76</b>		<b>\$ 3,537.76</b>		<b>\$ 4,422.20</b>

<b>Department: Human Services Agency</b> 1650 Mission Street San Francisco, CA, United States, 94103-2479								
Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
AAA-10798	WinE3 ALNG SubsVL MVL Pltfrm PerUsr	1,900	55.55	\$ 105,545.00	55.55	\$ 105,545.00	69.44	\$ 131,936.00
AAA-10777	WinE3FromSA ALNG SubsVL MVL Pltfrm PerUsr	700	49.06	\$ 34,342.00	49.06	\$ 34,342.00	61.32	\$ 42,924.00
<b>Additional Products</b>								
D87-01159	VisioPro ALNG SA MVL	50	99.08	\$ 4,954.00	99.08	\$ 4,954.00	123.85	\$ 6,192.50
D86-01253	VisioStd ALNG SA MVL	20	51.10	\$ 1,022.00	51.10	\$ 1,022.00	63.88	\$ 1,277.60
77D-00111	VSPSubMSDN ALNG SA MVL	30	303.85	\$ 9,115.50	303.85	\$ 9,115.50	379.81	\$ 11,394.30
9GS-00135	CISStDCore ALNG SA MVL 2Lic CoreLic	184	164.49	\$ 30,266.16	164.49	\$ 30,266.16	205.61	\$ 37,832.24
9GS-00136	CISStDCore ALNG SASU MVL 2Lic CISStdCore CoreLic <i>(we leverage 60 of your CISStd 2-core licenses, leaving you with 180 of CISStd; this then increases your CISDC from 184 to 244 2-core licenses). The 240 CISStd stay on the config for 3 years, serving as the "base" for the step-up.</i>	60	305.21	\$ 18,312.60	305.21	\$ 18,312.60	337.94	\$ 20,276.40
9GA-00313	CISStdCore ALNG SA MVL 2Lic CoreLic	240	33.55	\$ 8,052.00	33.55	\$ 8,052.00	41.93	\$ 10,063.20
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	44	580.16	\$ 25,527.04	580.16	\$ 25,527.04	725.20	\$ 31,908.80
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	2,600	18.52	\$ 48,152.00	18.52	\$ 48,152.00	23.15	\$ 60,190.00
<b>Monthly Subscriptions Additional Products</b>								
J5U-00001	Azure Monetary Commitment - US Gov	40	1,202.40	\$ 48,096.00	1,202.40	\$ 48,096.00	1,503.00	\$ 60,120.00
<b>Estimated Annual Spend</b>				<b>\$ 333,384.30</b>		<b>\$ 333,384.30</b>		<b>\$ 414,115.04</b>
<b>Estimated Annual True-Up</b>				<b>\$ 50,007.65</b>		<b>\$ 50,007.65</b>		<b>\$ 62,117.26</b>

<b>Department :</b> San Francisco Fire Department 698 Second St, Room 303 San Francisco, CA, United States, 94107-2015								
Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00368	WINENTperDVC ALNG SA MVL	400	43.89	\$ 17,556.00	43.89	\$ 17,556.00	54.86	\$ 21,944.00
<b>Firemen Windows CALs</b>								
R18-00052	WinSvrCAL ALNG SA MVL UsrCAL	1,091	6.01	\$ 6,556.91	6.01	\$ 6,556.91	7.52	\$ 8,204.32
<b>Firetruck MDCs</b>								
KV3-00368	WINENTperDVC ALNG SA MVL	250	43.89	\$ 10,972.50	43.89	\$ 10,972.50	54.86	\$ 13,715.00
<b>Additional Products</b>								
77D-00111	VProSubMSDN ALNG SA MVL	3	303.85	\$ 911.55	303.85	\$ 911.55	379.81	\$ 1,139.43
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	200	19.36	\$ 3,872.00	19.36	\$ 3,872.00	24.20	\$ 4,840.00
AAA-12416	CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr	200	16.47	\$ 3,294.00	16.47	\$ 3,294.00	20.59	\$ 4,118.00
<b>Estimated Annual Spend</b>				<b>\$ 43,162.96</b>		<b>\$ 43,162.96</b>		<b>\$ 53,960.75</b>
<b>Estimated Annual True-Up</b>				<b>\$ 6,474.44</b>		<b>\$ 6,474.44</b>		<b>\$ 8,094.11</b>

Department: **Department of the Environment**  
 1200 Market St., Ste 1200  
 San Francisco, CA, United States, 94103-4801

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	125	18.52	\$ 2,315.00	18.52	\$ 2,315.00	23.15	\$ 2,893.75
AAA-10798	WinE3 ALNG SubsVL MVL Pltfrm PerUsr	125	55.55	\$ 6,943.75	55.55	\$ 6,943.75	69.44	\$ 8,680.00
<b>Estimated Annual Spend</b>				<b>\$ 9,258.75</b>		<b>\$ 9,258.75</b>		<b>\$ 11,573.75</b>
<b>Estimated Annual True-Up</b>				<b>\$ 1,388.81</b>		<b>\$ 1,388.81</b>		<b>\$ 1,736.06</b>



Department: **City and County of San Francisco-DPW**  
 30 Van Ness Ave., Ste. 4400  
 San Fransisco, CA, United States, 94102-6028

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	1,200	41.72	\$ 50,064.00	41.72	\$ 50,064.00	52.15	\$ 62,580.00
<b>Additional Products</b>								
MX3-00117	VSEntSubMSDN ALNG SA MVL	21	1,061.00	\$ 22,281.00	1,061.00	\$ 22,281.00	1,326.25	\$ 27,851.25
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	32	164.49	\$ 5,263.68	164.49	\$ 5,263.68	205.61	\$ 6,579.52
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	40	33.55	\$ 1,342.00	33.55	\$ 1,342.00	41.93	\$ 1,677.20
H22-00475	PrjctSvr ALNG SA MVL	1	1,003.16	\$ 1,003.16	1,003.16	\$ 1,003.16	1,253.95	\$ 1,253.95
H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL	160	38.72	\$ 6,195.20	38.72	\$ 6,195.20	48.40	\$ 7,744.00
H04-00268	SharePointSvr ALNG SA MVL	3	1,202.76	\$ 3,608.28	1,202.76	\$ 3,608.28	1,503.45	\$ 4,510.35
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	4	2,224.68	\$ 8,898.72	2,224.68	\$ 8,898.72	2,780.85	\$ 11,123.40
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	580.16	\$ 1,160.32	580.16	\$ 1,160.32	725.20	\$ 1,450.40
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	120	21.40	\$ 2,568.00	21.40	\$ 2,568.00	26.75	\$ 3,210.00
R39-00396	WinSvrExtConn ALNG SA MVL	11	326.69	\$ 3,593.59	326.69	\$ 3,593.59	408.37	\$ 4,492.07
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	1,753	18.52	\$ 32,465.56	18.52	\$ 32,465.56	23.15	\$ 40,581.95
<b>Monthly Subscriptions Additional Products</b>								
6QK-00001	Azure Monetary Commitment - Commercial	68	1,202.40	\$ 81,763.20	1,202.40	\$ 81,763.20	1,503.00	\$ 102,204.00
<b>Estimated Annual Spend</b>				<b>\$ 220,206.71</b>		<b>\$ 220,206.71</b>		<b>\$ 275,258.09</b>
<b>Estimated Annual True-Up</b>				<b>\$ 33,031.01</b>		<b>\$ 33,031.01</b>		<b>\$ 41,288.71</b>

<b>Department</b> City and County of San Francisco Public Health 1001 Potero Ave Bldg 20 Rm 2500 San Francisco, CA, United States, 94110								
Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	6,440	41.72	\$ 268,676.80	41.72	\$ 268,676.80	52.15	\$ 335,846.00
<b>Additional Products</b>								
MX3-00117	VSEntSubMSDN ALNG SA MVL	1	1,061.00	\$ 1,061.00	1,061.00	\$ 1,061.00	1,326.25	\$ 1,326.25
77D-00111	VSProSubMSDN ALNG SA MVL	25	303.85	\$ 7,596.25	303.85	\$ 7,596.25	379.81	\$ 9,495.25
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	1,160	164.49	\$ 190,808.40	164.49	\$ 190,808.40	205.61	\$ 238,507.60
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	1,600	33.55	\$ 53,680.00	33.55	\$ 53,680.00	41.93	\$ 67,088.00
H04-00268	SharePointSvr ALNG SA MVL	2	1,202.76	\$ 2,405.52	1,202.76	\$ 2,405.52	1,503.45	\$ 3,006.90
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	111	2,224.68	\$ 246,939.48	2,224.68	\$ 246,939.48	2,780.85	\$ 308,674.35
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	219	580.16	\$ 127,055.04	580.16	\$ 127,055.04	725.20	\$ 158,818.80
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	700	17.80	\$ 12,460.00	17.80	\$ 12,460.00	22.24	\$ 15,568.00
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	1,404	18.52	\$ 26,002.08	18.52	\$ 26,002.08	23.15	\$ 32,502.60
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	7,147	15.51	\$ 110,849.97	15.51	\$ 110,849.97	19.39	\$ 138,580.33
<b>Estimated Annual Spend</b>				<b>\$ 1,047,534.54</b>		<b>\$ 1,047,534.54</b>		<b>\$ 1,309,414.08</b>
<b>Estimated Annual True-Up</b>				<b>\$ 157,130.18</b>		<b>\$ 157,130.18</b>		<b>\$ 196,412.11</b>

Department: **San Francisco Department of Children, Youth & Their Families (DCYF)**  
 1390 Market St., Ste. 900  
 San Francisco, CA, United States, 94102

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	100	19.36	\$ 1,936.00	19.36	\$ 1,936.00	24.20	\$ 2,420.00
<b>Monthly Subscriptions Additional Products</b>								
J5U-00001	Azure Monetary Commitment - US Gov	10	1,202.40	\$ 12,024.00	1,202.40	\$ 12,024.00	1,503.00	\$ 15,030.00
<b>Estimated Annual Spend</b>				<b>\$ 13,960.00</b>		<b>\$ 13,960.00</b>		<b>\$ 17,450.00</b>
<b>Estimated Annual True-Up</b>				<b>\$ 2,094.00</b>		<b>\$ 2,094.00</b>		<b>\$ 2,617.50</b>

Department: **CCSF - DBI**  
 1650 Mission St., #306  
 San Francisco, CA, United States, 94103-2481

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
D87-01159	VisioPro ALNG SA MVL	40	99.08	\$ 3,963.20	99.08	\$ 3,963.20	123.85	\$ 4,954.00
MX3-00117	VSEntSubMSDN ALNG SA MVL	1	1,061.00	\$ 1,061.00	1,061.00	\$ 1,061.00	1,326.25	\$ 1,326.25
77D-00111	VSProSubMSDN ALNG SA MVL	12	303.85	\$ 3,646.20	303.85	\$ 3,646.20	379.81	\$ 4,557.72
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	50	164.49	\$ 8,224.50	164.49	\$ 8,224.50	205.61	\$ 10,280.50
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	138	33.55	\$ 4,629.90	33.55	\$ 4,629.90	41.93	\$ 5,786.34
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	28	580.16	\$ 16,244.48	580.16	\$ 16,244.48	725.20	\$ 20,305.60
9EA-00273	WinSvrDCCore ALNG SA MVL 16Lic CoreLic	3	996.19	\$ 2,988.57	996.19	\$ 2,988.57	1,245.24	\$ 3,735.72
9EM-00267	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	3	137.80	\$ 413.40	137.80	\$ 413.40	172.24	\$ 516.72
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	370	19.36	\$ 7,163.20	19.36	\$ 7,163.20	24.20	\$ 8,954.00
<b>Estimated Annual Spend</b>				\$ 48,334.45		\$ 48,334.45		\$ 60,416.85
<b>Estimated Annual True-Up</b>				\$ 7,250.17		\$ 7,250.17		\$ 9,062.53

Department: **City & County of San Francisco District Attorney's Office**  
 850 Bryant Street,, 3rd Floor  
 San Francisco, CA, United States, 94103-4615

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	311	41.72	\$ 12,974.92	41.72	\$ 12,974.92	52.15	\$ 16,218.65
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	311	18.52	\$ 5,759.72	18.52	\$ 5,759.72	23.15	\$ 7,199.65
<b>Estimated Annual Spend</b>				<b>\$ 18,734.64</b>		<b>\$ 18,734.64</b>		<b>\$ 23,418.30</b>
<b>Estimated Annual True-Up</b>				<b>\$ 2,810.20</b>		<b>\$ 2,810.20</b>		<b>\$ 3,512.75</b>

Department: **City and County of San Francisco - Controller's Office**  
 1 Dr. Carlton B Goodlett Place #488  
 San Francisco, CA, United States, 94102-4613

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
MX3-00117	VSEntSubMSDN ALNG SA MVL	1	1,061.00	\$ 1,061.00	1,061.00	\$ 1,061.00	1,326.25	\$ 1,326.25
77D-00111	VSProSubMSDN ALNG SA MVL	1	303.85	\$ 303.85	303.85	\$ 303.85	379.81	\$ 379.81
H04-00268	SharePointSvr ALNG SA MVL	1	1,202.76	\$ 1,202.76	1,202.76	\$ 1,202.76	1,503.45	\$ 1,503.45
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	580.16	\$ 1,160.32	580.16	\$ 1,160.32	725.20	\$ 1,450.40
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	150	21.40	\$ 3,210.00	21.40	\$ 3,210.00	26.75	\$ 4,012.50
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	522	19.36	\$ 10,105.92	19.36	\$ 10,105.92	24.20	\$ 12,632.40
<b>Estimated Annual Spend</b>				\$ 17,043.85		\$ 17,043.85		\$ 21,304.81
<b>Estimated Annual True-Up</b>				\$ 2,556.58		\$ 2,556.58		\$ 3,195.72

Department: **Office of Community Investment and Infrastructure**  
 1 South Van Ness Avenue 5th Floor  
 San Francisco, CA, United States, 94103-1226

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	55	41.72	\$ 2,294.60	41.72	\$ 2,294.60	52.15	\$ 2,868.25
<b>Additional Products</b>								
359-00961	SQLCAL ALNG SA MVL UstrCAL	55	33.79	\$ 1,858.45	33.79	\$ 1,858.45	42.23	\$ 2,322.65
228-04433	SQLSvrStd ALNG SA MVL	2	145.25	\$ 290.50	145.25	\$ 290.50	181.56	\$ 363.12
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	40	17.56	\$ 702.40	17.56	\$ 702.40	21.94	\$ 877.60
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	55	18.52	\$ 1,018.60	18.52	\$ 1,018.60	23.15	\$ 1,273.25
<b>Estimated Annual Spend</b>				<b>\$ 6,164.55</b>		<b>\$ 6,164.55</b>		<b>\$ 7,704.87</b>
<b>Estimated Annual True-Up</b>				<b>\$ 924.68</b>		<b>\$ 924.68</b>		<b>\$ 1,155.73</b>

Department: **CCSF - Planning Department**  
 1650 Mission Street, Suite 400  
 San Francisco, CA, United States, 94103-2480

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	330	41.72	\$ 13,767.60	41.72	\$ 13,767.60	52.15	\$ 17,209.50
<b>Additional Products</b>								
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	2,224.68	\$ 13,348.08	2,224.68	\$ 13,348.08	2,780.85	\$ 16,685.10
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	88	124.57	\$ 10,962.16	124.57	\$ 10,962.16	155.71	\$ 13,702.48
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	120	17.56	\$ 2,107.20	17.56	\$ 2,107.20	21.94	\$ 2,632.80
<b>Monthly Subscriptions Enterprise</b>								
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	257	18.52	\$ 4,759.64	18.52	\$ 4,759.64	23.15	\$ 5,949.55
<b>Estimated Annual Spend</b>				<b>\$ 44,944.68</b>		<b>\$ 44,944.68</b>		<b>\$ 56,179.43</b>
<b>Estimated Annual True-Up</b>				<b>\$ 6,741.70</b>		<b>\$ 6,741.70</b>		<b>\$ 8,426.91</b>



Department: **SF City Attorneys Office**  
 1390 Market Street, Suite 1010  
 San Francisco, CA, United States, 94102-5341

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Additional Products</b>								
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	5	190.70	\$ 953.50	190.70	\$ 953.50	238.38	\$ 1,191.90
D87-01159	VisioPro ALNG SA MVL	5	99.08	\$ 495.40	99.08	\$ 495.40	123.85	\$ 619.25
77D-00111	VSPProSubMSDN ALNG SA MVL	1	303.85	\$ 303.85	303.85	\$ 303.85	379.81	\$ 379.81
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	2,224.68	\$ 4,449.36	2,224.68	\$ 4,449.36	2,780.85	\$ 5,561.70
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	200	21.40	\$ 4,280.00	21.40	\$ 4,280.00	26.75	\$ 5,350.00
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	20	2,324.40	\$ 46,488.00	2,324.40	\$ 46,488.00	2,573.45	\$ 51,469.00
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	40	17.56	\$ 702.40	17.56	\$ 702.40	21.94	\$ 877.60
<b>Monthly Subscriptions Enterprise</b>								
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	350	176.27	\$ 61,694.50	176.27	\$ 61,694.50	220.34	\$ 77,119.00
AAD-32907	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr	350	90.66	\$ 31,731.00	90.66	\$ 31,731.00	113.33	\$ 39,665.50
GLN-00001	O365AdvThrtPrctPln2GCC ShrdSvr ALNG SubsVL MVL PerUsr	350	44.97	\$ 15,739.50	44.97	\$ 15,739.50	56.21	\$ 19,673.50
LK3-00001	Audio Conferencing GCC USL	4	42.32	\$ 169.28	42.32	\$ 169.28	52.91	\$ 211.64
<b>Estimated Annual Spend</b>				<b>\$ 167,006.79</b>		<b>\$ 167,006.79</b>		<b>\$ 202,118.90</b>
<b>Estimated Annual True-Up</b>				<b>\$ 25,051.02</b>		<b>\$ 25,051.02</b>		<b>\$ 30,317.84</b>

Department: **San Francisco Arts Commission**  
 401 Van Ness Avenue, Suite 325  
 San Francisco, CA, United States, 94102-4527

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	53	19.36	\$ 1,026.08	19.36	\$ 1,026.08	24.20	\$ 1,282.60
<b>Estimated Annual Spend</b>				\$ 1,026.08		\$ 1,026.08		\$ 1,282.60
<b>Estimated Annual True-Up</b>				\$ 153.91		\$ 153.91		\$ 192.39

Department: **San Francisco Adult Probation Department**  
 880 Bryant Street, Room #200  
 San Francisco, CA, United States, 94103-4601

Part #	Item Name	Qty	Yr 1 Price (12 months)	Yr 1 Total (12 months)	Yr 2 Price (12 months)	Yr 2 Total (12 months)	Yr 3 Price (15 months)	Yr 3 Total (15 months)
<b>Enterprise Products</b>								
269-05704	OfficeProPlus ALNG SA MVL	80	98.96	\$ 7,916.80	98.96	\$ 7,916.80	123.70	\$ 9,896.00
KV3-00368	WINENTperDVC ALNG SA MVL	7	44.24	\$ 309.67	44.24	\$ 309.67	55.30	\$ 387.10
<b>Additional Products</b>								
ENJ-00156	Dyn365ForSales ALNG SA MVL UsrCAL	50	264.41	\$ 13,220.50	264.41	\$ 13,220.50	330.51	\$ 16,525.50
EMJ-00156	Dyn365ForTeamMembers ALNG SA MVL UsrCAL	100	21.16	\$ 2,116.00	21.16	\$ 2,116.00	26.45	\$ 2,645.00
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	2,224.68	\$ 13,348.08	2,224.68	\$ 13,348.08	2,780.85	\$ 16,685.10
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	4	580.16	\$ 2,320.64	580.16	\$ 2,320.64	725.20	\$ 2,900.80
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	80	17.56	\$ 1,404.80	17.56	\$ 1,404.80	21.94	\$ 1,755.20
<b>Monthly Subscriptions Enterprise</b>								
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	191	19.36	\$ 3,697.76	19.36	\$ 3,697.76	24.20	\$ 4,622.20
<b>Monthly Subscriptions Additional Products</b>								
J5U-00001	Azure Monetary Commitment - US Gov	1	1,202.40	\$ 1,202.40	1,202.40	\$ 1,202.40	1,503.00	\$ 1,503.00
<b>Estimated Annual Spend</b>				<b>\$ 45,536.65</b>		<b>\$ 45,536.65</b>		<b>\$ 56,919.90</b>
<b>Estimated Annual True-Up</b>				<b>\$ 6,830.50</b>		<b>\$ 6,830.50</b>		<b>\$ 8,537.99</b>

**Appendix C**  
**City and County of San Francisco Terms and Conditions**

- I. Hardware**
- II. Licensed Software**
- III. SaaS Application and Subscription Based Software**
- IV. Licensed Software and SaaS Maintenance and Support Services.**

**I. Hardware**

**A. Freight, Title, and Risk of Loss.** Freight charges are included in the purchase price. Contractor will pack and ship all Equipment in accordance with good commercial practices. Contractor is responsible for local warehousing of the Equipment, where Contractor will inspect and inventory the Equipment. City representatives may participate in these activities. Title and risk of loss to the Equipment will pass to City upon delivery to the City's destination point. City will promptly inspect the delivered Equipment, and City has no duty to accept, and may rightfully reject, Equipment that has been damaged in transit or that fails to conform to the order. Title to Software, which remains with owner of applicable Software, does not pass at any time and usage but is governed by the applicable Software License Agreement.

**B. Warranty of Service.** Contractor warrants to the City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement. Warranty of Service claims must be asserted within a reasonable time of discovery. During the Warranty Period, in addition to warranty services, Contractor will provide maintenance services for the Equipment and support for the supplied Software as described in the Warranty Section of the Statement of Work. Those services and support are included in the Purchase Price.

**C. Warranty of Performance Specifications.** During the Warranty Period, Contractor or Manufacturer, as applicable, hereby warrants that the Equipment will perform in accordance with the required functionality Specifications.

**D. Equipment Warranty.** During the Warranty Period, Contractor or Manufacturer, as applicable, warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

**E. Software Warranty.** During the Warranty Period, Contractor or Manufacturer, as applicable, warrants the Software will perform in accordance with the terms of the software specifications. Contractor or Manufacturer, as applicable, warrants that (i) it owns all rights, title, and interest in and to the Software under the terms and conditions of the Software License Agreement.

**F. Warranty of Suitability for intended purpose.** Contractor or Manufacturer, as applicable, warrants that the projects and services will be suitable for the intended purpose of providing technology infrastructure and operations, technology security, service delivery, public safety systems and wiring.

## **II. Licensed Software Terms**

**A. Grant of License.** Subject to the terms and conditions of the products and services that are the subject of the Agreement, Contractor will pass through from Microsoft to City a non-exclusive and non-transferable license to use the Licensed Software. City acknowledges and agrees that this Agreement grants City no title or right of ownership in the Licensed Software.

**B. Restrictions on Use.** City is authorized to use the Licensed Software only for City's internal purposes and only on the Designated CPU or the Designated Site specified in the Authorization Document. City agrees that it will, through its best efforts, not use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Licensed Software on other than the Designated CPU or Site.

**C. Use on other than Designated CPU or Site.** A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the City in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

**D. Transfer of Products.** City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.

**E. Documentation.** To the extent made available by Manufacturer, Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per installation. To the extent permitted by the Manufacturer, Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

**F. Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

**G. Authorized Modification.** To the extent permitted by Manufacturer, City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an

authorized modification. Any such APIs, macros or other interfaces developed by the City shall become the property of the City.

**H. Delivery.** One copy of each of the Licensed Software products in computer readable form shall be transmitted to the City within the time periods specified in Appendix A.

**I. Installation.** If required in the Documentation, Contractor shall pass-through Manufacturer obligations to install the programs by within the time periods specified in Appendix A or if programs are part of a Project, as per the project schedule.

**J. Risk of Loss.** If any of the Licensed Software products are lost or damaged during transmittal or before installation is completed, Contractor shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the City. If any of the Licensed Software products are lost or damaged while in the possession of the City, Contractor will promptly replace such products without charge, except for program storage media, unless supplied by the City.

**K. Acceptance Testing.** After Contractor has installed the Licensed Software, the City shall have a period of 7 days (“Acceptance Testing Period”) from the date of installation to verify that the Licensed software substantially performs to the specifications contained in the Documentation. In the event that the City determines that the Licensed Software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance Testing Period that the Licensed Software does not meet the Acceptance criteria of this section, then City shall be entitled to terminate this License in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of the license fee.

**L. Training.** If required in the Documentation, Contractor will training in accordance with the terms in Appendix A. Upon request by the City, Contractor will provide additional training at its current best government rates.

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

**N. Warranties - Conformity to Specifications.** Contractor passes-through Manufacturer warranties that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and workmanship and will perform on the Designated CPU in accordance with the Manufacturer’s published specifications for the Licensed Software.

### **III. SaaS and Subscription Based Software**

**SaaS may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement. Contractor will ensure that the services provided under the Agreement meet the City’s minimum requirements listed below.**

**A. SaaS Licensed Software.** Subject to the terms and conditions of this Agreement, Contractor will procure Microsoft SaaS and Subscription Based Software including, but are not limited to the following services: Office 365. Contractor hereby grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Application and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

**B. Click-Wrap Disclaimer.** No “click to accept” agreement that may be required for the City and/or Authorized Users’ access to the SaaS Services or Contractor’s Website and no “terms of use” or “privacy policy” referenced therein or conditioned for use of the SaaS Services or Contractor’s Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the SaaS Services through the Contractor’s Website, but the provisions of such “click to accept” agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to the City’s own click-wrap agreements in the event the City chooses to have Contractor include terms of use, terms of service, privacy policies, or similar requirements drafted and approved by the City.

**C. SaaS Application Title.** City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights in the SaaS Application or SaaS Services except those expressly granted by this Agreement.

**D. Authorized APIs.** City shall be permitted to access and use Contractor’s SaaS Application Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

**E. Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application or any related materials or Documentation.

**F. Services Contractor Agrees to Perform** Contractor may procure Microsoft SaaS Application and Hosted Services including, but are not limited to the following services: Microsoft Azure. In providing this service, Contractor will:

1. Provide all hardware, software and other equipment at Contractor's hosting site or any Description of Services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application and Services.

2. Provide Authorized Users access to the SaaS Application and Services pursuant to the grant of access in Article 4

3. Comply with the Service Level Obligations described in this Agreement. It is mutually agreed and understood, that the Service Level Obligations will be applied beginning on the first full calendar month following the Acceptance of the SaaS Application and Services.

4. Maintain the correct operation of the SaaS Application and Services, Contractor's Website, and provide SaaS Maintenance Services and support services as specified in this Agreement.

5. Provide telephone support for Authorized Users in the operation of the SaaS Application and Services.

6. Provide Disaster Recovery Services as described in Section 13.4.4.

**G. Acceptance Testing; Document Delivery; Training.** After City has obtained access to the SaaS Application and Services, and subsequent to each SaaS Software version upgrade, revision and patch, City and Contractor shall conduct user acceptance testing, as the case may be, to verify that the SaaS Application and Services substantially conform to the specifications and City's requirements contained therein. In the event that the City determines that the SaaS Services do not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the SaaS Services so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance Testing Period that the SaaS Services do not meet the Acceptance criteria set forth by the City, then the City shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of any fees paid as part of this Agreement prior to termination.

**H. Document Delivery.** Contractor will deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives City access to the SaaS Application and Services. The Documentation will accurately and completely describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Application and Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge. The City may withhold its issuance of the notice of final Acceptance until City receives the completed Documentation.

**I. Remote Software:** Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

**J. Availability of SaaS Services:** Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by the Contractor (or its contractor) and shall provide the City with access to both a production environment with SaaS Application and data and a test environment with SaaS Application via Internet-access to use according to the terms herein.



**K. Hosted System Uptime:** Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9999% Service Level Availability.

**L. Scheduled SaaS Maintenance**

1. Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

2. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major scheduled upgrades.

**M. Unscheduled SaaS Maintenance.** Contractor shall use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during business hours in any month for which unscheduled SaaS maintenance is required. If Contractor fails to meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month).

**N. Emergency Maintenance.** If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

**O. Notice of Unavailability:** In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to, Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to DT-NOC@sfgov.org which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

**P. Changes in Functionality.** During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees

accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

**Q. Service Levels for SaaS procured under this agreement.**

**1. Availability Service Level: Service Level Standard.** Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

**2. Calculation:**  $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$  (as calculated by rounding to the second decimal point).

**3. Performance Credit.**

**(i)** Where Percentage Uptime is greater than 99.9999%: No Performance Credit will be due to City.

**(ii)** Where Percentage Uptime is equal to or less than 99.9999 %: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

**4. Response Time** Transactions shall have a Response Time of two (2) seconds or less 99.9999% of the time each reporting month during the periods for which the Services are available.

**5. Calculation.**  $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$  (as calculated by rounding to the second decimal point).

**6. Performance Credit.**

**(i)** Where Percentage Response Time is greater than 99.9999%: No Performance Credit will be due to City.

**(ii)** Where Percentage Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

**7. Service Level Standard.** Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

**8. Calculation.**  $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$  (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

**9. Performance Credit. SaaS Severity Level 1 – 2.**

**(i)** Where Problem Response Time is greater than 99.9999%: No Performance Credit will be due to City.

(ii) Where Problem Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

**10. SaaS Severity Level 3 – 4.**

(i) Where Problem Response Time is greater than 99.9999%: No Performance Credit will be due to City.

(ii) Where Problem Response Time is equal to or less than 99.9999%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

**R. Service Level Reporting.** On a monthly basis, in arrears and no later than the fifteenth (15<sup>th</sup>) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, Contractor will use commercially reasonable efforts to promptly furnish the report. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

**S. Failure to Meet Service Level Standards.** In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

**T. Termination for Material and Repeated Failures.** City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

**U. Audit of Service Levels.** No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level

obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

**V. SaaS Hardware:** Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under this Appendix.

## IV. Maintenance and Support

### A. Licensed Software.

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

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

**3. Charges Limited Term License.** When the license term specified in the Authorization Document is less than perpetual, all charges for maintenance and support are included in the periodic license or rental fee.

**Perpetual License.** Where the license term specified in the Authorization Document is perpetual, all charges for maintenance and support are as follows:

**(i) Periodic Payment License.** If the license fee specified in the Authorization Document is payable in periodic payments, there will be no additional charge for maintenance and support during the period for which such periodic payments are payable or the first year of the term, whichever is longer.

**(ii) Lump Sum Payment Licenses.** If the license fee specified in the Authorization Document is payable in one lump sum, there will be no additional charge for the maintenance and support during the first year of the term.

#### 4. Software Maintenance and Support

**Software Maintenance and Support may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the services provided under the Agreement meet the City's minimum requirements listed below.**

a. Contractor shall provide Support Services and provide upgrades during the term of this Maintenance Agreement for the Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.

2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Software.

3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.

3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

**5. Hotline Support.** Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal

holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

**6. City Responsibilities Related to Support.** City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software delivered under this Maintenance Agreement.

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

**8. Qualified Personnel.** Work under this Maintenance 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. Contractor shall assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

**B. SaaS and Subscription Based Software.**

**Maintenance Services may be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the maintenance services provided under the Agreement meet the City's minimum requirements listed below.**

**1. Contractor Software Version Upgrades, Software Revisions and Patches.** Contractor shall provide and implement ALL SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and SaaS Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software and SaaS Services work with the non-hosted browser version.

- a. Deployment of these revisions will be mutually agreed upon between Contractor and City.
- b. Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a fifteen (15) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.
- c. After the evaluation period, Contractor shall conduct a deployment of the revision to the City test environment. The software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have forty-five (45) calendar day test window in which City has ability to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.
- d. If a SaaS Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both Contractor and City during the test environment deployment test window, Contractor shall correct the SaaS Issue. The severity of a SaaS Issue will be initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.
- e. If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.
- f. Unless there exists outstanding circumstances as described here within, Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful.



Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered “in production” and supported under the maintenance service terms described here within.

g. In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor’s customers when available.

**2. Third-Party Software Revisions.** At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; and (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in the Contractor Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

**3. Response to SaaS Issues.** Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times.

**4. SaaS Software Maintenance Acceptance Period.** Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If the City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

## **5. SAAS Technical Support**

**Technical Support shall be provided by Microsoft, but as the Reseller of Microsoft Services that are the subject of this Agreement Contractor will ensure that the technical support provided under the Agreement meets the City’s minimum requirements listed below.**

**24x7 Technical Support:** Authorized Users access Microsoft Technical Support by calling or emailing Microsoft Technical Support staff or by submitting a request via Microsoft customer service web portal. Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level 1 and 2 items will be addressed 24/7/365. SaaS Severity Level 3 and 4 items will be addressed during the standard business hours of 6:00am-6:00pm US Pacific Time. **Business Hours:** Technical Support shall be available between the business hours of 6:00am to 6:00 pm US Pacific Time. **After hours:** On-call technical support is available after 6pm and before 6:00am Pacific Time 24-hours a day/7 days a week/365 days a year, including Service Provider Holidays and weekends by accessing the Microsoft Portal.

SaaS Severity Level	<i>Target Response Time</i>
<p><b>SaaS Severity Level 1:</b> <i>Requires immediate attention—Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.</i></p>	<p><i>Request Response Time: 30 minutes.</i>  <i>Request Resolution Time Target: &lt; 2 hours.</i>  <i>Maximum Permitted Request Resolution Time: &lt; 48 hours</i></p>
<p><b>SaaS Severity Level 2:</b> <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.</i></p>	<p><i>Request Response Time: 1 hr.</i>  <i>Request Resolution Time Target: &lt; 4 hours</i>  <i>Maximum Permitted Request Resolution Time: &lt; 96 hours</i></p>
<p><b>SaaS Severity Level 3:</b> <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i></p>	<p><i>Request Response Time: 1 hr.</i>  <i>Request Resolution Time Target: &lt; 6 hours</i>  <i>Maximum Permitted Request Resolution Time: &lt; 7 days</i></p>
<p><b>SaaS Severity Level 4:</b> <i>There is a problem or issue with no loss of service and no business impact.</i></p>	<p><i>Request Response Time: 1 hr.</i>  <i>Request Resolution Time Target: &lt; 24 hours</i>  <i>Maximum Permitted Request Resolution Time: &lt; 7 days</i></p>

## **Appendix D**

**Reserved**



May 4, 2020

Board of Supervisors  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

The Department of Technology (DT) has completed its negotiations for a Citywide Enterprise Agreement with Zones, LLC for the purchase of Microsoft products, software licenses and maintenance/support.

- Bidding Process: DT and OCA conducted a Request for Quote (RFQ), and Zones, LLC submitted the lowest bid out of the qualifying respondents.
- Term: thirty-nine months with no option to extend.
- Amount: The not-to-exceed amount is \$40,000,000 with a minimum commitment of \$32,000,000.
- Scope: This contract will be available for use as needed by all City and County of San Francisco (City) departments.
- Requirements: This is based on gathering product and licensing requirements from all the City Departments except for MTA under the 2017 Microsoft Enterprise Agreement (EA).

### **Summary**

On February 20, 2020, OCA and DT conducted an RFQ to select a qualified Licensed Solution Provider (LSP) as reseller to assist the City in efficiently and cost-effectively procuring Microsoft products, software subscription licenses and maintenance/support. Zones, LLC submitted the lowest bid out of three bids that were deemed responsive.

The not-to-exceed amount is \$40,000,000 with a minimum commitment of \$32,000,000. This is based on gathering product and licensing requirements from 26 large and medium City departments that are currently licensed affiliates under the 2017 Microsoft EA, including DT who also manages the licenses for the smaller departments; approximately 56% of the minimum committed amount will be used to support the City's 32,000 employees with Microsoft Office 365 email accounts.

The contract term is for thirty-nine (39) months with no option to renew. Thirty-nine months was selected with Year 3 covering a period of 15 months. The reason for the additional three months in the final year is to allow the City to shift the start and end date of this contract so that it aligns with the City's fiscal year and budget planning.

Out of the remaining uncommitted balance of approximately \$8,000,000 (\$40,000,000 less \$32,000,000), \$4,000,000 has been earmarked for departments to utilize as "true-ups" for additional products they may require and deploy during the 39-month term; this amount is based on a projected growth of 3.8% each year. By

comparison, the average increase over the last six years has been 14%. The remaining \$4,000,000 has been reserved for possible upgrades to employee email accounts with enhanced security features; the City's Chief Information Security Officer (CISO) is reviewing options to standardize all employees' email accounts so there will be uniform levels of security and threat protection. Any decisions to implement Microsoft enhanced security features would include a cost savings analysis resulting from the elimination of other software currently used for the same functionality.

### **Price Reasonableness**

The City will be "piggybacking" on a contract developed by Riverside County through a competitive bidding process. Because Microsoft only sells their products through resellers, the County of Riverside's Purchasing Department released a Request for Quote (#RIVCO-2020-RFQ-0000048) to solicit Microsoft Licensed Solution Providers (LSPs). Riverside elected to take a consortia approach which yielded ten LSPs selected for the pool of qualified resellers. The ten (10) LSPs are: Insight Direct USA, CDWG, Crayon Software Experts LLC, Dell Marketing, LP, GovConnection, Inc., PCMG, Inc., SHI International Corp., Softchoice Corporation, Software ONE, and Zones, LLC. All California governmental entities have the option to select one of these LSPs based on their own geographical or other criteria.

Working with Microsoft, the County of Riverside's Purchasing Department obtained best pricing and developed a customized licensing program that works best for California governmental entities. By participating in the Enterprise Agreement (EA), government agencies are guaranteed to receive pricing Level D minus 2% discounts throughout the term of any enrollment. If the City does not execute this Enterprise Agreement taking advantage of this pricing, the cost of product licensing would be at a much higher rate.

### **Competitive Solicitation**

DT solicited quotes from the resellers who were authorized Licensed Solution Providers entitled to transact procurements under the Riverside/Microsoft Master Agreement. DT selected this approach because the County of Riverside, CA ("Riverside") obtained the greatest level of discounts offered to any government agency throughout the State of California.

### **How will the contract benefit the City?**

1. **Discounts:** Under this new contract, DT will receive the lowest pricing available nationwide. Pursuant to Administrative Code Section 21.16, the City's solicitation piggybacked on the Master Enterprise Agreement between Microsoft and Riverside County. This Master agreement provides protection against Microsoft price increases for the duration of the City's enrollment, as well as a consistent year-to-year budget for anticipated costs.
2. **Speed and ease of ordering:** Departments will be able to quickly provision for additional licenses based on the City's business requirements. Without this EA, 26 or more City Departments will have to go through the lengthy procurement process 26 times, resulting in duplicated effort by the City Attorney, Office of Contract

Administration (OCA) and departments. Additionally, departments can deploy additional licenses quickly when required, and can true-up the number of licenses at each annual anniversary.

3. **Greater transparency and more effective vendor management:** The entire City spend on all Microsoft products and services will be highly visible under one contract. The cost and vendor performance will be centrally monitored and actively managed.

Thank you for your consideration.

Sincerely,

Hao Xie  
Strategic Sourcing Manager  
[hao.xie@sfgov.org](mailto:hao.xie@sfgov.org)  
Cell: 628-230-3910  
Department of Technology



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #:

200465

Bid/RFP #:

SFGOV-0000003624

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Hao Xie	628-652-5166
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
TIS Department of Technology	hao.xie@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Zones, LLC	<b>TELEPHONE NUMBER</b> 253-205-3000
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1102 15th St. SW, Suite 1102, Auburn, WA 98001-6509	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> SFGOV-0000003624	<b>FILE NUMBER (If applicable)</b> 200465
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 40,000,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>The contract is a citywide enterprise agreement to purchase software and hardware licenses for Microsoft products and maintenance/support. The term is for thirty-nine (39) months beginning June 1, 2020. The not-to-exceed is \$40 million with a minimum commitment of \$32 million over 39 months.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Lalji	Firoz	CEO
2	Jiambalvo	James	Board of Directors
3	Kirkpatrick	Ken	Board of Directors
4	Bauer	John	Board of Directors
5	McFadden	Ronald	CFO
6	Hallock	Derrek	COO
7	Camden	Dominic	Other Principal Officer
8	Zones IT Solutions, Inc.		Shareholder
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor  inquiries"
- 5. City Attorney Request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Subject:

The text is listed:

Signature of Sponsoring Supervisor:

For Clerk's Use Only