Volume Licensing

Services Provider Use Rights December 1, 2017



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Introduction

About this Document

The Services Provider Use Rights (SPUR) provides information about the Microsoft Products available through the Microsoft Services Provider License Agreement (SPLA) and how the Products may be used.

Products listed in the SPUR are available as of the date on the SPUR <u>Cover Page</u>. Earlier versions of the SPUR are available on http://go.microsoft.com/fwlink/?LinkId=690213. Information on discontinued Microsoft products and services is available on http://www.microsoftvolumelicensing.com. To find the needed version, Customer may contact its reseller or Microsoft Account Manager.

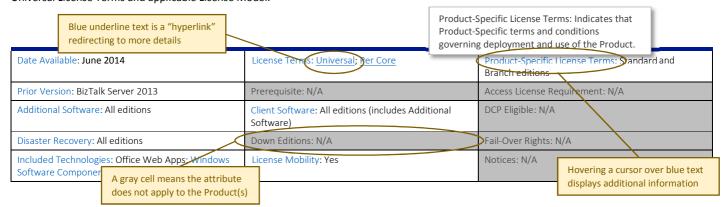
What this Document Contains

The SPUR includes the following sections:

- Introduction, which includes a list of recent changes.
- <u>License Terms</u>, which list the Universal License Terms and License Model Terms that apply to the Products.
- Product Entries, which list all Products through the SPLA as of the date on the SPUR Cover Page.
- Glossary, which defines Attributes and other capitalized terms used in the SPUR.
- Index, which lists all the Products referenced in the SPUR and their location.

Product Entry

Each Product Entry includes a list of Products available through SPLA, an attribute table, and any Product-Specific License Terms. The attribute table identifies general use right information for each Product; such as when the Product was first available, if any Additional Software is included with the Product, if there are any additional conditions for a Product's acquisition and use, and the License Terms for each Product, including the Universal License Terms and applicable License Model.



Clarifications and Summary of Changes to this Document

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

Additions	Deletions
Visual Studio Team Foundation Server 2018 (SAL)	Visual Studio Team Foundation Server 2017 (SAL)
Visual Studio Team Foundation Server 2018 Basic (SAL)	Visual Studio Team Foundation Server 2017 Basic (SAL)

Product Entries

<u>Visual Studio Team Foundation Server with SQL Server Technology</u>: Updated Server Software Access tables to clarify access rights granted via the Visual Studio Team Foundation Server SAL, and Visual Studio Team Foundation Server Basic SAL.

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License Terms

The license terms that apply to the use of each licensed Product are the Universal License Terms, the applicable License Model terms and any Product-Specific License Terms in the Product Entry.

Universal License Terms

These license terms apply to Customer's use of all Microsoft software licensed under Customer's SPLA.

1. Definitions

Terms used and not defined in this document have the meanings assigned to them in Customer's SPLA.

2. Customer's Use Rights

If Customer complies with its SPLA, including the SPUR, Customer may use the software as expressly permitted in the SPUR. 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

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. Applicable Use Rights

The license terms in the SPUR when Customer first provides Software Services with a version of a Product remain in effect for the term of Customer's SPLA, subject to the following: (1) if Microsoft introduces a new version of a Product and Customer uses the new version, Customer must abide by the license terms for the new version; and (2) if Customer provides Software Services with an earlier version of a Product (a "Downgrade"), and the Downgrade contains components that are not part of the Product version identified in the applicable SPUR, then the License Terms specific to those components from the SPUR last associated with the Downgrade will apply to those components.

5. Disaster Recovery Rights

For each Instance of eligible server software licensed in the Per Processor, Per Core (Applications), Per Core (OS), or Per Core (Management) licensing models that Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, Customer may temporarily run a backup Instance in a Physical OSE or Virtual OSE on a Server dedicated to disaster recovery. The license terms for the software and the following limitations apply to Customer's use of software on a disaster recovery server.

5.1 Permitted Periods of Use

The disaster recovery server 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.
- 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.

5.2 Conditions on Use

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The disaster recovery server must not be running at any other times except as above.
- The disaster recovery server may not be in the same cluster as the production server.
- Use of the software on the disaster recovery server must comply with the license terms for the software.
- Once the disaster recovery process is complete and the production server is recovered, the disaster recovery server must not be running at any other times except those times allowed here.

5.3 Use of Windows Server

Windows Server Licenses are 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 is used only to:
 - o run hardware virtualization software, such as Hyper-V,
 - o provide hardware virtualization services,
 - o run software agents to manage the hardware virtualization software,
 - serve as a destination for replication,
 - o receive replicated Virtual OSEs, test failover, and await failover of the Virtual OSEs, and
 - o run disaster recovery workloads as described above.



6. Third Party Software

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

7. 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.

8. Restrictions

Customer may not (and is not licensed to) rent the software, 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 or Licensed Server (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.

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 during the same calendar month, unless the reassignment is due to (i) permanent hardware failure or loss, or (ii) temporary reallocation of SALs 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.

10. Technical Measures

Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

10.1 Activation and validation

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

11.2 Bing Maps

The Product 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 http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

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

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

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 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. This does not apply to the .NET Framework or to Windows Server.

15. Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or services 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.

16. Third Party Internet Sites

Customer and its customers may link to third party Internet sites through the use of the Products. Microsoft does not control the third party sites. Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. Microsoft provides these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by Microsoft of the third party site.

17. Multiplexing

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

18. Creating and Storing Instances of Servers or Storage Media

For any License Customer acquires, Customer may create and store <u>Instances</u> of the corresponding software solely to exercise its right to use <u>Running Instances</u> of software under that <u>License</u> as permitted in this document.

19. Distributable Code

The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below. For purposes of this subsection, "Customer" also includes Customer's End Users.

19.1 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.

19.2 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 SPUR;
- 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.



19.3 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.

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License Model Terms

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

Per Core (Applications)

For Products under the Per Core (Applications) 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 Licenses as described below.
- The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four per core Licenses per Physical Processor.
- 3. For enterprise editions, Customer may use any number of Running Instances of the server software on the Licensed Server in the Physical OSE and/or any number of Virtual OSEs.
- 4. 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 License 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.

Per Core (Management)

Server Management Licenses (per core)

- Customer may use the software on any Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server licenses as
 described below.
- 2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor.
- 3. Standard edition
 - Standard edition permits use of the software to Manage up to one OSE on the Licensed Server.
 - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE
 is used solely to host and Manage the Virtual OSE.
 - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage one additional OSE on the Licensed Server.
- 4. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
- OSEs running Server operating systems require Server Management Licenses.
- 6. Customer may use the software to Manage OSEs running server operating systems only.

Per Core (OS)

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.



- 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.
- 3. Standard edition
 - Standard edition permits use of the server software in one OSE 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 one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
 - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and run the server software in one additional OSE on the Licensed Server.
- 4. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.

Per Processor

Server Licenses (per processor)

- Customer may use the server software on a Licensed Server as described in the Product-Specific License Terms, provided it acquires sufficient Licenses as described below.
- 2. One License is required for each Physical Processor on a Licensed Server.
- 3. Each License permits use of one Running Instance of the server software in one OSE.

Subscriber Access Licenses (SALs) for Server Software

Access License

- 1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
- 2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Subscriber Access Licenses (SALs) for Management Servers

Access License

- 1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software to Manage OSEs on Licensed Devices or devices used by Licensed Users.
- 2. Customer must acquire a SAL for each OSE or each user of OSEs Customer uses the software to Manage.
- 3. SALs do not permit Management of any OSE running a server operating system.

Subscriber Access Licenses (SALs) for Desktop Applications

Access License

- 1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software.
- 2. Customer must acquire a SAL for each user or device authorized by Customer to access the desktop application software regardless of actual access.

Concurrent Connections for User SALs

Customer must acquire a SAL for each concurrent connection to a Server running the software (including by the same user from multiple devices).

Use of Windows Server Remote Desktop Services

The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL.

Host/Guest

The Host/Guest licensing model requires both host licenses and guest licenses, as well as SALs for users accessing certain guest software functionality. Host licenses are required for Customer's Host Fabric. Guest licenses are required for Customer's guest Virtual OSEs.

Assigning Licenses

Before using the software for Host Fabric, Customer must assign to each Server in its Host Fabric one host license for each Physical Processor in the Server. Each Server to which Customer assigns the required number of Licenses is a "licensed host server."



Software Use

Host Software

Software Customer licenses under host licenses is "host software." After Customer assigns the required number of host licenses, Customer may run any number of Instances of the host software to deploy, configure, manage and operate its Host Fabric. Use of the host software is subject to the limitations set forth in the Product Specific License Terms section.

Guest Software

Software Customer licenses under guest licenses is "guest software." Guest software consists of server software and additional software. Customer may run the guest server software only in a Virtual OSE hosted using the Hyper-V virtualization functionality of the Microsoft Cloud Platform Suite on a licensed host server. For each guest software license Customer acquires, Customer may run a single Instance of the guest server software and any number of Instances of the additional software. Additional software may run in Physical OSEs and Virtual OSEs on any number of devices and may be used only with the guest server software.

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Product Entries

Advanced Threat Analytics

Advanced Threat Analytics 2016 Client (SAL)

Date Available: August 2015	License Terms: <u>Universal</u> ; <u>SALs for Management</u> <u>Servers</u>	Product-Specific License Terms: Yes
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: SQL Server	License Mobility: N/A	Notices: N/A

1. Server Software Access

Subscriber Access License	Advanced Threat Analytics 2016 Client OSE SAL
	(device or user)

2. Usage Requiring SAL

Licenses are required only for Client OSEs (or OSEs running Server operating systems and used as Client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

3. Country Restrictions

Neither Customer nor any End User may use Advanced Threat Analytics 2016 in the People's Republic of China.

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BizTalk Server

BizTalk Server 2016 Enterprise	e (Core License)
BizTalk Server 2016 Standard	(Core License)

BizTalk Server 2016 Branch (Core License)

Date Available: December 2016	License Terms: <u>Universal</u> ; <u>Per Core (Applications)</u>	Product-Specific License Terms: Standard and Branch editions
Prior Version: BizTalk Server 2013 R2	Prerequisite: N/A	Access License Requirement: N/A
Additional Software: All editions	Client Software: All editions (includes Additional Software)	DCP Eligible: N/A
Disaster Recovery: All editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: Windows Software Components	License Mobility: Yes	Notices: N/A

1. Additional Terms for BizTalk Server Standard and BizTalk Server Branch

1.1 Use Limitation

Customer may not use the server software, including the Master Secret Server, 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.

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.

2. Additional Terms for BizTalk Server Branch

Customer may use Running 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. 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. 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	

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Core Infrastructure Server (CIS) Suite

Core Infrastructure Server Suite Standard (Core License)

Core Infrastructure Server Suite Datacenter (Core License)

Date Available: Refer to Date Available for component Products	License Terms: <u>Universal</u>	Product-Specific License Terms: All editions
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: N/A
Additional Software: N/A	Client Software: N/A	DCP Eligible: N/A
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Applicable Use Rights

Customer's access and use of CIS software is governed by the applicable License Terms for the individual Products comprising the CIS software as modified by these License Terms.

2. Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard. For each Server on which Customer runs CIS Suite Standard 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. For each Server to which the required number of Licenses of CIS Suite Standard has been assigned Customer may, on the Licensed Server, at any one time:

- Use one Running Instance of the Windows Server Standard server software in the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Use System Center Standard to Manage the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is
 used solely to host and Manage the Virtual OSE.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified above and run the server software in one additional OSE and Manage one additional OSE on the Licensed Server.

3. Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter. For each Server on which Customer runs CIS Suite Datacenter 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. For each Server to which the required number of Licenses of CIS Suite Datacenter has been assigned Customer may, on the Licensed Server, at any one time:

- Use the Windows Server Datacenter server software in any number of OSEs on the Licensed Server.
- Use the System Center Datacenter server software to Manage any number of OSEs on the Licensed Server.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

4. Management License

For purposes of applying the License Terms for System Center to Customer's use of the CIS Suite software, Customer is deemed to have assigned to the Licensed Server System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

5. 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 SPUR. All other requirements to acquire and assign SALs to users or devices for access and management, as set forth in the SPUR, remain in full force and effect.



Microsoft Dynamics

Microsoft Dynamics AX

Microsoft Dynamics AX 2012 R3 (SAL)

Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core (Core License)

Date Available: June 2014	License Terms: <u>Universal</u> ; <u>Per Core</u> (<u>Applications</u>), <u>SAL – Server Software</u>	Product-Specific License Terms: Dynamics AX 2012 R2
Prior Version: Dynamics AX 2012 R2	Prerequisite: N/A	Access License Requirement: SAL editions
Additional Software: Dynamics AX 2012 R3	Client Software: Dynamics AX 2012 R3 (includes all Additional Software)	DCP Eligible: Dynamics AX 2012 R3
Disaster Recovery: Dynamics AX 2012 R3 Standard Commerce Server Core	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core	Notices: N/A

1. Server Software Access - Microsoft Dynamics AX 2012 R3

1.1 Self-Serve SAL

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

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Self-Serve SAL
	(device or user)

1.2 Task SAL

Access to server software as permitted under Self-Serve SAL and to record and approve any type of time and expenses; approve invoices; approve all self-serve related transactions; operate a point of sale device or a warehouse device; and operate a store manager device.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Task SAL (device or
	user)

1.3 Functional SAL

Access to server software as permitted under Self-Serve SAL and Task SAL and to use established operational cycles and business processes provided by the software; create and update (a) position requisitions or (b) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs; and approve all task and self-serve related transactions

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Functional SAL
	(device or user)

1.4 Enterprise SAL

Access to server software as permitted under Functional SAL and for full unrestricted access to all the functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Enterprise SAL
	(device or user)

1.5 Store SAL

Access to Store Server software. A Store Server SAL is required for every commerce location or store.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Store SAL
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1.6 SAL Waiver

Customer does not need to acquire and assign a SAL to any user employed by third parties who access Microsoft Dynamics AX 2012 R3 solely to provide supplemental professional accounting or bookkeeping services to Customer's End Users related to the auditing process.

2. Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the <u>Universal License Terms</u>.



3. Modification Right

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

4. Microsoft Dynamics AX Standard Commerce Server Core -- Core Factor

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

5. Additional Software

Microsoft Dynamics AX 2012 R3 Windows Rich Client	Management Reporter 2012 for Microsoft Dynamics	
Software	AX Designer Client Software	

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Microsoft Dynamics 365

Microsoft Dynamics 365 Services Provider (SAL)

Date Available: February 2017	License Terms: <u>Universal; SAL - Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Dynamics CRM 2016	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: includes all Additional Software	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features

1. Server Software Access

1.1 Team Members SAL

Access to server software for Team Members use.

Subscriber Access License	Microsoft Dynamics 365 for Team Members SAL
	(user)

1.2 Sales SAL

Access to server software for Sales use and the right to install and use Unified Service Desk (USD). The right to use USD is limited to the users to whom SALs are assigned.

Subscriber Access License	Microsoft Dynamics 365 for Sales SAL (user)

1.3 Customer Service SAL

Access to server software for Customer Servicel use and the right to install and use Unified Service Desk (USD). The right to use USD is limited to the users to whom SALs are assigned.

Subscriber Access License	Microsoft Dynamics 365 fo Customer Service SAL (user)
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1.4 SAL Waiver

Customer does not need a SAL for External Users who access Microsoft Dynamics 365 through any application / graphical user interface (GUI), other than the Microsoft Dynamics 365 clients. This waiver does not apply to Customer's or its Affiliates' contractors or agents.

2. Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the <u>Universal License Terms</u>.

3. Eligibility for Qualified Offers

Customers renewing an agreement with Microsoft Dynamics CRM SAL Licenses as of February 1, 2017 may acquire Microsoft Dynamics 365 SAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

4. Yammer

Microsoft Dynamics 365 enables certain customer data to be shared with Yammer. The terms of use under which Customer acquires Yammer apply to the transfer and use of this customer data.



5. Additional Software

Microsoft Dynamics CRM 2016 for Microsoft Office Outlook	*	Microsoft Dynamics CRM 2016 Report Authoring Extensions
Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	·	Marketing Pilot Connector for Microsoft Dynamics CRM
	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016	

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Microsoft Dynamics NAV

Microsoft Dynamics NAV 2017 (Processor License)

Microsoft Dynamics NAV 2017 (SAL)

Date Available: November 2016	License Terms: <u>Universal</u> ; <u>Per Processor</u> , <u>SAL – Server Software</u>	Product-Specific License Terms: Yes
Prior Version: Dynamics NAV 2016	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Dynamics NAV (SAL)
Disaster Recovery: Yes	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Access to the Starter Pack and Extended Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics NAV 2017 Full User SAL (user)

1.2 Standard User SAL

Access to the Starter Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics NAV 2017 Standard User SAL (user)
	(user)

1.3 Limited User SAL

Access to the ERP Solution, for purposes of "Read" access to data contained in the ERP Solution or "Write" access through any client accessing the ERP Solution via Microsoft Dynamics NAV API. Write access permits access to up to three table objects with the following exceptions: (a) Limited Users are not authorized to write to any of the following table objects: General Ledger Entry (table number 17), Permission Set (table number 2000000004), Permission (table number 2000000005) or Access Control (table number 2000000053); and (b) for the purpose of this clause 1.3, table objects defined in the Limited Usage Ranges section of the software's license key marked as Included in the Limited Table Access column do not count toward the three table objects.

	•
Subscriber Access License	Microsoft Dynamics NAV 2017 Limited User SAL
	(user)

1.4 Allocation of SALs by End User

Customer must allocate either Standard User SALs or Full User SALs to an End User's users. Customer may not allocate a combination of Full User SALs and Standard User SALs to the same End User. Customer may also allocate Limited User SALs to an End User's users.

1.5 SAL Waiver

For each End User, Customer may permit access without a SAL by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

Customer also does not need to acquire and assign SALs to users who are End Users' customers who access Microsoft Dynamics NAV through web services unless the End User is using Microsoft Dynamics NAV in the capacity of a business process outsourcer for its customers.

2. Customization Packs Licensed per Processor

In addition to SALs, Customer must acquire Dynamics NAV processor licenses prior to running Customization Packs. Each Processor license permits Customer to customize NAV for one End User using one of the following six object types (in the following quantities): Tables (10), Codeunits (100), Pages (100), Reports (100), Queries (100), or XML Ports (100).



3. Additional Software

Microsoft Dynamics NAV 2017 Windows Rich Client Software	Microsoft Dynamics NAV 2017 SharePoint Client	Microsoft Dynamics NAV for iPad and iPhone App
Microsoft Dynamics NAV 2017 Web Client	Microsoft Dynamics NAV for Modern Windows App	Microsoft Dynamics NAV for Android Tablet and Phone App

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Microsoft Dynamics GP

Microsoft Dynamics GP 2016 R2 (Processor License)

Microsoft Dynamics GP 2016 R2 (SAL)

Date Available: December 2016	License Terms: <u>Universal</u> ; <u>Per Processor</u> , <u>SAL -</u> <u>Server Software</u>	Product-Specific License Terms: Yes
Prior Version: Dynamics GP 2016	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: N/A	DCP Eligible: Dynamics GP (SAL)
Disaster Recovery: Yes	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Access to of the Starter Pack and Extended Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics GP 2016 R2 Full User SAL
	(user)

1.2 Standard User SAL

Access to all of the Starter Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics GP 2016 R2 Standard User SAL
	(user)

1.3 Limited User SAL

Access to the Self-Serve functionalities: "Read" access to data contained in the ERP Solution; "Write" access via the time and expense functionality; access to Management Reporter Viewer; or access to Business Portal (not available for Microsoft Dynamics GP 2015 R2 or higher).

Subscriber Access License	Microsoft Dynamics GP 2016 R2 Limited User SAL (user)
	(user)

1.4 Self-Serve User SAL

Access to "ESS Employee", "ESS Employee – BSS", "ESS PTE Employee", "ESS Employee Manager" and "ESS Purchase Requester", predefined security roles for the purpose of entering and retrieving data personalized to that user.

Subscriber Access License	Microsoft Dynamics GP 2016 R2 Self-Server User
	SAL (user)

1.5 Allocation of SALs by End User

Customer must allocate either Standard User SALs or Full User SALs to an End User's users. Customer may not allocate a combination of Full User SALs and Standard User SALs to the same End User. Customer may also allocate Limited User SALs to an End User's users.

1.6 SAL Waiver

For each End User, Customer may permit access without a SAL by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

2. Hosted Customization Licensed per Processor

In addition to SALs, Customer must acquire a Dynamics GP processor license prior to running the Hosted Customization. Customer needs to acquire only one processor License per ERP Solution, regardless of how many processors are used.

3. Additional Software

*	Management Reporter 2012 for Microsoft Dynamics GP Designer Client Software	Microsoft Dynamics GP 2016 Web Client
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Microsoft Dynamics SL

Microsoft Dynamics SL 2015 (SAL)

Date Available: December 2014	License Terms: <u>Universal</u> ; <u>SAL - Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Dynamics SL 2011	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Dynamics SL 2015 (SAL)
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Full access to the ERP Solution.

Subscriber Access License	Microsoft Dynamics SL 2015 Advanced Management	Microsoft Dynamics SL 2015 Business Essentials Full
	Full User SAL (user)	User SAL (user)

1.2 Light User SAL

Limited access to the ERP Solution through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client uses the full product user interface enabling all the functionality available in Microsoft Dynamics.

Subscriber Access License	Microsoft Dynamics SL 2015 Advanced Management	Microsoft Dynamics SL 2015 Business Essentials
	Light User SAL (user)	Light User SAL (user)

1.3 Allocation of SALs by End User

Customer must allocate either Business Essentials SALs or Advanced Management SALs to an End User's users. Customer may not allocate a combination of Business Essentials and Advanced Management SALs to the same End User.

1.4 SAL Waiver

For each End User, Customer may permit access without a SAL by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

2. Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the Universal License Terms.

3. Additional Software

Microsoft Dynamics SL 2015 Windows Rich Client	Microsoft Dynamics SL 2011 Connector for Dynamics	Management Reporter 2012 for Microsoft Dynamics
Software	CRM 2011	SL Designer Client Software
Microsoft Dynamics SL 2015 Web Apps		

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Office Applications

Office Desktop Applications

Office Professional Plus 2016 (SAL)
Office Standard 2016 (SAL)

Office Multi Language Pack 2013 (SAL)

Date Available: October 2015	License Terms: <u>Universal</u> ; <u>SALs for Desktop</u> <u>Applications</u>	Product-Specific License Terms: Office Suites
Prior Version: Office 2013	Prerequisite: Office Multi Language Pack 2013 SALs requires Office suite SALs	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A



Included Technologies: Office Online Server (Office	License Mobility: N/A	Notices: Bing Maps (Excel and Office Professional
Suites only)		Plus); H.264/MPEG-4 and/or VC-1 (Skype for
		Business); Internet-based Features

1. Office Professional Plus 2016 and Office Standard 2016

Component products in the Suite are available separately under separate SALs.

2. Desktop Application Access

2.1 Office Professional Plus 2016 SALs

Subscriber Access License Office Professional Plus 2016 SAL (user)
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2.2 Office Standard 2016 SALs

Subscriber Access License	Office Standard 2016 SAL (user)

2.3 Office Multi Language Pack 2013 SALs

Subscriber Access License	Office Multi Language Pack 2013 SAL (user)
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3. Office Online Server - Office Suites

Office SALs include the use of Office Online Server. Notwithstanding terms to the contrary in the license terms provided with the Office Online Server software, each user for whom Customer obtains an Office 2016 User SAL may access and use the Office Online Server software. Office Online Server rights are not included with the versions of the software prior to 2016.

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Project

Project	2016	Standard	(SAL))
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Project 2016 Professional (SAL)

Date Available: October 2015	License Terms: <u>Universal</u> ; <u>SALs for Desktop</u> <u>Application</u>	Product-Specific License Terms: All editions
Prior Version: Project 2013	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features

1. Desktop Application Access – Project 2016 Standard

Subscriber Access License	Project 2016 Standard SAL (user)
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2. Desktop Application Access - Project 2016 Professional

Subscriber Access License	Project 2016 Professional SAL (user)
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3. Complimentary Project Server SAL

When Customer acquires and assigns Project Professional SAL to a user, that user will be deemed to also have a Project Server Device SAL.

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Visio

Visio 2016 Standard (SAL) Visio 2016 Professional (SAL)

Date Available: December 2015	License Terms: <u>Universal</u> ; <u>SALs for Desktop</u> <u>Applications</u>	Product-Specific License Terms: N/A
Prior Version: Visio 2013	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A
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1. Desktop Application Access

2.1 Visio 2016 Standard

	I
Subscriber Access License	Visio 2016 Standard SAL (user)

2.2 Visio 2016 Professional

Subscriber Access License	Visio 2016 Professional SAL (user)
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Office Servers

Exchange Server

Exchange Server 2016 Hosted Exchange Basic (SAL)
Exchange Server 2016 Hosted Exchange Standard (SAL and SAL for SA)

Exchange Server 2016 Hosted Exchange Standard Plus (SAL)

Exchange Server 2016 Hosted Exchange Enterprise (SAL and SAL for SA)

Exchange Server 2016 Hosted Exchange Enterprise Plus (SAL)

Date Available: October 2015	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Exchange Server 2013	Prerequisite: SALs for SA	Access License Requirement: N/A
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1 Server Software Access

1.1 Basic SAL

Outlook Web Access features that enable: E-Discovery, Exchange anti-spam, and Multi-Mailbox Search; Messaging and personal folder access; Internet mail protocol (SMTP, POP, IMAP) and Web browser access via any client; Personal Mail Folders, Address List, Calendar and Tasks (not shared with other users); Support for a single, second level domain for a single user or user organization; and Global Address List

Subscriber Access License	Exchange Server 2016 Hosted Exchange Basic SAL
	(user)

1.2 Standard SAL (or equivalent)

Functionality associated with Basic SAL; Support for a multiple, second level domains for a single user or user organization;
Outlook Web Access features that enable: MAPI network protocol; Shared Folders, Address List, Contacts, Tasks and Calendar; Public Folders;
Group scheduling, including viewing free/busy times of others; Mobile Notification, Browse and Synchronization; Unified Messaging

Subscriber Access License	Exchange Server 2016 Hosted Exchange Standard SAL (user)	Productivity Suite SAL (user)
	Hosted Exchange Standard SAL for SA (user)	Productivity Suite SAL for SA (user)
	Exchange Server 2016 Hosted Exchange Standard Plus SAL (user)	

1.3 Enterprise SAL (or equivalent)

Functionality associated with the Basic and Standard SALs; Compliance Management; Data Loss Prevention; and In-Place Holds and Archive

Subscriber Access License	Exchange Server 2016 Hosted Exchange Enterprise SAL (user)	Exchange Server 2016 Hosted Exchange Enterprise Plus SAL (user)
	Hosted Exchange Enterprise SAL for SA(user)	



2. SALs for SA qualifying CALs

SAL for SA Qualifying CALs		
	Exchange Server 2016 Standard CAL	
Hosted Exchange Standard SAL	Core CAL Suite	
	Enterprise CAL Suite	
	Exchange Server 2016 Standard CAL and Exchange Server 2016 Enterprise CAL	
Hosted Exchange Enterprise SAL	Core CAL Suite and Exchange Server 2016 Enterprise CAL	
	Enterprise CAL Suite	

3. SAL Waiver - All editions

Customer does not need SALs for any End User's user or device that accesses Instances of the server software without being directly or indirectly authenticated by Active Directory or Exchange Server.

4. Outlook Mac 2016 and Outlook 2016

Customer may permit use of one Running Instance of the Outlook Mac 2016 or Outlook 2016 client software in one Physical OSE or Virtual OSE on a single device used by any user for whom it acquires an Enterprise Plus or Standard Plus user SAL.

5. Additional Software

Exchange Management Tools	

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Project Server

Project Server 2016 (SAL)

Date Available: May 2016	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Project Server 2013	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Yes
Disaster Recovery: Per Processor editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: Per Processor editions	Notices: N/A

1. Server Software Access

Subscriber Access License	Project Server 2013 SAL (user)

2. Additional Software

Software Development Kit	

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SharePoint Server

SharePoint Server 2016 Standard (SAL and SAL for SA) SharePoint Server 2016 Enterprise (SAL and SAL for SA)

Introduction

SharePoint 2016 Hosting (per Processor)

Glossary

Date Available: May 2016	License Terms: <u>Universal</u> ; <u>Per Processor</u> , <u>SALs for</u> <u>Server Software</u>	Product-Specific License Terms: All editions
Prior Version: SharePoint Server 2013	Prerequisite: N/A	Access License Requirement: SharePoint Standard (SAL)
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: SAL editions only
Disaster Recovery: Per Processor editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: Per Processor editions	Notices: N/A

1. Server Software Access

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Subscriber Access License	SharePoint Server Standard SAL (user)	Productivity Suite SAL (user)
	SharePoint Server Standard SAL for SA (user)	
-		

Product Entries

<u>License Terms</u> →

1.1 Additional Functionality

Business Connectivity Services Line of Business Webparts, Office Business Connectivity Services Client Integration, Access Services, InfoPath Forms Services, Enterprise Search, E-discovery and Compl, Excel Services, PowerPivot, PowerView, Visio Services, PerformancePoint Services, Customer Analytics Reports, Advanced Charting

Subscriber Access License	SharePoint Server 2016 Standard SAL (user) and SharePoint Server Enterprise SAL (user)	Productivity Suite SAL (user) and SharePoint Server 2016 Enterprise SAL (user)
	SharePoint Server 2016 Standard SAL for SA (user) and SharePoint Server 2016 Enterprise SAL (user)	Productivity Suite SAL for SA (user) and SharePoint Server 2016 Enterprise SAL (user)
	SharePoint Server 2016 Standard SAL (user) and SharePoint Server 2016 Enterprise SAL for SA (user)	Productivity Suite SAL (user) and SharePoint Server 2016 Enterprise SAL for SA (user)
	SharePoint Server 2016 Standard SAL for SA (user) and SharePoint Server 2016 Enterprise SAL for SA (user)	Productivity Suite SAL for SA (user) and SharePoint Server 2016 Enterprise SAL for SA (user)

2. SALs for SA qualifying CALs

SAL for SA Qualifying CALs	
	SharePoint Server Standard CAL
SharePoint Server Standard SAL	Core CAL Suite
	Enterprise CAL Suite
	SharePoint Server Standard CAL and SharePoint Server Enterprise CAL
SharePoint Server Enterprise SAL	Core CAL Suite and SharePoint Server Enterprise CAL
	Enterprise CAL Suite

3. Permitted use of SharePoint Hosting

Customer may use the software to provide External Users access to content, information, and applications. Customer may also use the software to provide internal users access to content, information, and applications so long as that same content and information and those same applications are also accessible by External Users. Use of SharePoint Server software to provide content, information, and applications that are limited to internal users must be licensed under SharePoint Server SALs.

4. SharePoint Hosting - Licensing Based on Processors Used

To run Instances of the server software in the Physical OSE on a Server, you need a license for each physical processor that the Physical OSE uses. 4.1

To run Instances of the server software in the Physical OSE on a Server, you need a license for each physical processor that the Physical OSE uses.

4.2

To run Instances of the server software in Virtual OSEs on a Server, you need a license for each virtual processor* that each of those Virtual OSEs uses. If a Virtual OSE uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

- *A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given Virtual OSEs on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of A) and B) below:
 - a. one license for every X logical processors that Virtual OSE uses
 - b. one license if the number of logical processors it uses is not a whole number multiple of X
 - "X," as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

5. Additional Software		
Software Development Kit		
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Skype for Business Server		
Skype for Business Server 2015 Standard (SAL) Skype for Business Server 2015 Enterprise (SAL)	··	Server 2015 Plus (SAL) 2015 Enterprise Plus (SAL)
Date Available: July 2015	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
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Prior Version: Lync Server 2013	Prerequisite: SALs for SA	Access License Requirement: All Editions
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: Windows Software Components	License Mobility: N/A	Notices: VC-1

1. Server Access

1.1 Standard Functionality

All Instant Messaging functionality, All Presence functionality, All Group Chat functionality, All PC-to-PC computer audio and video functionality

Subscriber Access License	Skype for Business Server 2015 Standard SAL (user or device)	Skype for Business Server 2015 Standard SAL for SA (user or device)
	Productivity Suite SAL (user)	

1.2 Enterprise Functionality

Functionality associated with Standard SAL; All Audio, Video, and Web Conferencing functionality, All Desktop Sharing functionality, Room Systems functionality, Multiple HD Video Streams functionality

Subscriber Access License	Skype for Business Server 2015 Enterprise SAL (user or device)	Skype for Business Server 2015 Enterprise SAL for SA (user or device)
	Productivity Suite SAL (user)	

1.3 Plus Functionality

Functionality associated with Standard SAL; All Voice Telephony functionality, All Call Management functionality

Subscriber Access License	Skype for Business Server 2015 Plus SAL (user or	Skype for Business Server 2015 Plus SAL for SA
	device)	(user or device)

1.4 Enterprise Plus Functionality

Functionality associated with Standard SAL, Enterprise SAL, and Plus SAL

Subscriber Access License	Skype for Business Server 2015 Enterprise Plus SAL
	(user or device)

1.5 SAL Waiver - All Editions

Customer does not need SALs for any End User's user or device that accesses Instances of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.

2. SALs for SA Qualifying CALs

SAL for SA Qualifying CALs	
	Skype For Business Server 2015 Standard CAL
Skype For Business Server Standard SAL	Core CAL Suite
	Enterprise CAL Suite
	Skype For Business Server 2015 Standard CAL and Skype For Business Server 2015 Enterprise CAL
Skype For Business Server Enterprise SAL	Core CAL Suite and Skype For Business Server Enterprise CAL
	Enterprise CAL Suite
	Office 365 Enterprise or, Education E3, E4, or E5, or Government E3 or E4 User SL
	Skype for Business Server 2015 Standard CAL and Skype For Business Server 2015 Plus CAL
Skype For Business Server Plus SAL	Core CAL Suite and Skype For Business Server Plus CAL
	Enterprise CAL Suite and Skype For Business Server Plus CAL
	Office 365 Enterprise or, Education E4 or E5, or Government E4 User SL

3. Skype for Business Web App Server Role

Customer may use Skype for Business Web App Server Role on its servers solely in support of Software Services Customer delivers using Skype for Business Server.



4. Skype for Business 2015 and Lync for Mac 2011

Customer may create and run one Instance of the Skype for Business 2015 or Lync for Mac 2011 client software in one Physical OSE or Virtual OSE on (a) any device for which Customer acquires a Device SAL, or (b) a single device used by any user for whom Customer acquires a User SAL.

5. Skype for Business Web App

Each device for which Customer acquires a Device SAL and each user for whom Customer acquires a User SAL may access and use the Skype for Business Web App software solely to support access to and use of Skype for Business Server 2015, in order to view (but not edit) documents.

6. Additional Software

Skype for Business 2015 Web App Plug-in	Administrative Tools	Skype for Business 2015 Group Chat Administration Tool
Topology Builder	PowerShell Snap-in	Skype for Business Server 2015 Attendant

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SQL Server

SQL Server 2017 Standard Core (Core License)	SQL Server 2017 Web Core (Core License)
SQL Server 2017 Enterprise Core (Core License)	SQL Server 2017 Standard (SAL)

Date Available: October 2017	License Terms: <u>Universal</u> ; <u>Per Core (Applications)</u> , <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: SQL Server 2016	Prerequisite: N/A	Access License Requirement: SAL editions
Additional Software: All editions	Client Software: All editions	DCP Eligible: SAL editions only
Disaster Recovery: Core Editions	Down Editions: Enterprise to 2008 R2 Datacenter, 2017 or earlier versions of Standard, Workgroup or Small Business or 2014 or earlier versions of Business Intelligence; Standard to 2014 or earlier versions of Workgroup or Small Business	Fail-Over Rights: Core Editions
Included Technologies: Windows Software Components	License Mobility: Core Editions	Notices: Internet-based Features

1. Server Software Access

1.1 SQL Server Standard

Subscriber Access License	SQL Server 2017 Standard(user)
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2. Additional Terms for SQL Server Web Core

The software may be used only to support public and Internet accessible Web pages, Web sites, Web applications and Web services. It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

3. Automatic Updates to Previous Versions of SQL Server

If the software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

4. Usage Feedback

SQL Server will send Usage Feedback and Crash Dumps as described in the <u>privacy statement</u>, with the modification that this feature cannot be turned off except by End Users. Customer must <u>indicate</u> at the time of deployment that the deployed Instance of SQL Server has been licensed under the SPLA agreement.

5. Client Software

Documentation Components	Client Tools Connectivity		
6. Additional Software			

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			
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Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	
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Suites

Cloud Platform Suite

Cloud Platform Suite (Host License)

Cloud Platform Guest (Guest License)

Date Available: August 2014	License Terms: <u>Universal</u> ; <u>Host/Guest</u>	Product-Specific License Terms: All editions
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: Guest
Additional Software: N/A	Client Software: N/A	DCP Eligible: N/A
Disaster Recovery: N/A	Down Editions: Guest only (2012 or earlier versions of Windows Server Standard, Windows Server Enterprise, Windows Server Datacenter, Windows Server Essentials, Windows Web Server, Windows HPC Server Operating System)	Fail-Over Rights: N/A
Included Technologies: Windows Server, SQL Server, System Center, Windows Azure Pack, Windows Software Components	License Mobility: N/A	Notices: Internet-based Features, H.264/AVC and VC-1

1. Restricted Use of Software Components

The Cloud Platform Suite software includes the following components: Windows Server 2012 R2, System Center 2012 R2, Windows Azure Pack for Windows Server, SQL Server 2012 Standard.

2. Additional Terms - Cloud Platform Suite (Host)

By acquiring a license for the Cloud Platform Suite software, Customer is not acquiring licenses for the individual software components identified above. Customer may use these software components solely as described in this section.

2.1 System Center 2012 R2

Customer must use this component only to manage the Physical OSEs and Virtual OSEs in its Host Fabric and to manage Instances of the Cloud Platform Guest (licensed separately) and/or instances of non-Microsoft operating systems that are hosted on its Host Fabric.

2.2 Windows Azure Pack

Customer must use this component for provisioning and deployment of any Physical OSE or Virtual OSE in its Host Fabric.

2.3 SQL Server 2012 Standard

Customer may use this component only to support System Center 2012 R2 and/or Windows Azure Pack. Customer may not use this component to create, configure, query, modify or otherwise use a database that is not directly used by System Center 2012 R2 and/or Windows Azure Pack.

2.4 Windows Server 2012 R2

Customer must use this component as the operating system for Physical OSEs and Virtual OSE running on its Host Fabric. In any Physical OSE or Virtual OSE that uses this component as the operating system, Customer may use all available functionality in this component to deploy, configure, manage and operate its Host Fabric. In any Physical OSE or Virtual OSE that uses this component as the operating system Customer may, however, run only the following applications solely for the following purposes:

- System Center 2012 R2 for the purposes described above;
- Windows Azure Pack for the purposes described above;
- SQL Server 2012 Standard for the purposes described above.

Customer may not run any other application for any other purpose in any Physical OSE or Virtual OSE in its Host Fabric that uses the Windows Server 2012 R2 component as its operating system.

2.5. SAL Waiver

A SAL is not required for other devices to access the Instances of the Cloud Platform Suite software.



3. Additional Terms - Cloud Platform (Guest)

3.1 Separate Guest Licenses

Customer must acquire a separate Microsoft Cloud Platform Guest license for each Instance of the Microsoft Cloud Platform Guest hosted on its Host Fabric.

3.2. Server Software Access

The license terms applicable to the access of Remote Desktop Services, Application Virtualization for Remote Desktop Services, Rights Management Services and Microsoft Identity Manager functionality in the Windows Server Product Entry apply to access of these functionalities in the Cloud Platform Guest.

3.3 Additional Software

For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290987.

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Productivity Suite

Productivity Suite (SAL or SAL for SA)

Date Available: N/A	License Terms: <u>Universal</u>	Product-Specific License Terms: All editions		
Prior Version: N/A	Prerequisite: SALs for SA	Access License Requirement: All editions		
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes		
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A		
Included Technologies: N/A	License Mobility: N/A	Notices: N/A		

1. Additional Terms for Productivity Suite

Productivity Suite SAL and Productivity SAL for SA provides rights equivalent to the following SALs: Hosted Exchange Standard SAL, Skype for Business Server 2015 Standard and Enterprise SAL, and SharePoint Server 2016 Standard SAL. See Product Entries for these products.

2. SALs for SA qualifying CALs

SAL for SA	Qualifying CALs		
Productivity Suite SAL (for Core CAL Suite SA)	Core CAL Suite		
	Enterprise CAL Suite		
Productivity Suite SAL (for Enterprise CAL Suite SA)	Enterprise CAL Suite		

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System Center

System Center 2016 Standard (Core License)	System Center 2016 Data Protection Manager (SAL)
System Center 2016 Datacenter (Core License)	System Center 2016 Operations Manager (SAL)
System Center Configuration Manager 1606 (SAL)	System Center 2016 Orchestrator (SAL)
System Center Endpoint Protection 1606 (SAL)	System Center 2016 Service Manager (SAL)

Date Available: October 2016	License Terms: <u>Universal</u> ; <u>Per Core (Management)</u> , <u>SALs for Management Servers</u>	Product-Specific License Terms: All editions
Prior Version: System Center 2012 R2	Prerequisite: N/A	Access License Requirement: SAL editions
Additional Software: N/A	Client Software: All editions	DCP Eligible: SALs only
Disaster Recovery: All Editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: SQL Server Technology; Windows Software Components	License Mobility: N/A	Notices: Bing Maps; Internet-based Features

1. No Copying or Distributing Data Sets - All Editions

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

2. License Waivers - All editions

Customer does not need core Licenses or SALs for:

• any OSEs in which there are no Running Instances of software,

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- any of Customer's network infrastructure devices functioning only for the purpose of transmitting network data and not running Windows Server.
- conversion of OSEs from Physical OSE to Virtual OSE, or
- any devices solely monitored or managed for the status of hardware components with respect to system temperature, fan speed, power on/off, system reset, or CPU availability.

3. Additional Terms for System Center Datacenter and Standard

Customer may Manage Licensed Servers using System Center Endpoint Protection, subject to the License Model terms.

4. Windows Server Containers without Hyper-V Isolation

Customer may Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

5. Additional Terms for System Center Configuration Manager, System Center Data Protection Manager, System Center Operations Manager, System Center Orchestrator and System Center Service Manager

Customer must assign Client OSE SALs to devices shared by one or more users, unless all of the users are assigned Client User SALs.

6. Server Software Access -- System Center Configuration Manager

Subscriber Access License	System Center Configuration Manager 1606 SAL
	(client OSE or user)

7. Server Software Access -- System Center Client Management Suite

Subscriber Access License	System Center 2016 Data Protection Manager SAL
	(client OSE or user)

8. Server Software Access -- System Center Endpoint Protection

Subscriber Access License	System Center Endpoint Protection 1606 SAL (user
	or device)

9. Server Software Access -- System Center Operations Manager

Subscriber Access License	System Center 2016 Operations Manager SAL
	(Client OSE or user)

10. Server Software Access -- System Center Orchestrator

Subscriber Access License	System Center 2016 Orchestrator SAL (Cleint OSE
	or user)

11. Server Software Access -- System Center Service Manager

· ·	
Subscriber Access License	System Center 2016 Service Manager SAL (Client
	OSE or user)

12. SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

13. Substitution of Scan Engines – System Center Endpoint Protection

Microsoft may substitute comparable software and files for System Center Endpoint Protection anti-virus and anti-spam software, signature files and content filtering data files.

14. Client Software

14.1 Client Software – System Center 2016 Data Protection Manager, System Center Operations Manager, System Center Orchestrator, System Center Service Manager and System Center Configuration Manager 1606

If the product includes any of the following componets, such compoents are considered Client Software for that product.

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Configuration Manager Client	Device Management Point	Custom Updates Publishing Tool
Distribution Point	Fallback Status Point	Inventory Tool for Microsoft Updates
PXE Service Point	Audit Collection Services software	Power Shell
Business Intelligence Development Studio	Legacy Components	Notification Services Client Components
Reporting Services Shared Tools	Software Development Kit	Management Point
Reporting Point	Secondary Site Server	Server Locator Point
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Software Update Point	State Migration Point	System Health Validator Point
Out of Band Service Point	Connector Framework	Analysis Services Shared Tools
Connectivity Components	Management Tools	Data warehouse management server
SQL Server Shared Tools	SQL Server Books Online	Service Manager console
AVIcode Incident Snapshot Utility	AVIcode Intercept Agent	AVIcode SharePoint Application Cartridge
AVIcode Advisor 5.7	AVIcode Intercept uX Management Pack for Operations Manager	AVIcode SharePoint Application Management Pack for Operations Manger
Quick Integration Kit	Opalis Integration Server	Data Protection Manager Remote Comand-Line
SQL XML Client Features	SQL Server Mobile Server Tools	Data warehouse Database
Self-service portal	AVIcode Incident Upload Utility	AVIcode Intercept SE-Viewer
AVIcode BizTalk Application Cartridge	AVIcode Reporting Services Cartridge	AVIcode .NET Enterprise Management Pack
AVIcode BizTalk Application Management Pack	AVIcode Reporting Services Management Pack	Opalis Operator Console Installer
Data Protection Manager Agent	Virtual Machine Manager Self Service Portal	Server Application Virtualization
VMRC Client	Physical to Virtual Agent	

14.2 Client Software -System Center 2016 Datacenter and Standard

Client Software includes all components of the product except the following.

Unified Installer	Configuration Manager Console	Device Management Point
Administrator Console	Service Manager Console	Opalis Operator Console Installer
SQL Server	All other Management Consoles	

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Virtualization Hosting

Microsoft Application Virtualization Hosting for Desktops

Microsoft Application Virtualization Hosting for Desktops (SAL)

Date Available: November 2015	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: Yes
Prior Version: N/A	Prerequisite: Microsoft Dynamics NAV 2013Error! Bookmark not defined. R2	Access License Requirement: Yes
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

Subscriber Access License	Microsoft Application Virtualization Hosting for
	Desktop SAL (user)

2. Application Virtualization with Microsoft Products and Components of Microsoft Products

The following Microsoft products may be used with Microsoft Application Virtualization Hosting for Desktops or other third-party application virtualization technologies: Microsoft Dynamics NAV 2013 R2.

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Microsoft User Experience Virtualization Hosting for Desktops

Microsoft User Experience Virtualization Hosting for Desktops v2.1 (SAL)

Date Available: March 2015	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: Yes
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A



1. Server Software Access

Subscriber Access License	Microsoft User Experience Virtualization Hosting
	for Desktop v2.1 SAL (user)

2. Additional Terms

Microsoft User Experience Virtualization Hosting for Desktops v2.1 may be provided only in conjunction with desktops delivered as a service under SPLA using Windows Server or Windows Server and Windows Server Remote Desktop Services (RDS) or similar technology. The software may not be used with the Windows desktop operating system. Users to whom Customer delivers desktops using Windows Server and Windows Server Remote Desktop Services (RDS) or similar technology also require Windows Server RDS SALs.

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Visual Studio

Visual Studio

Visual Studio Enterprise 2017 (SAL) Visual Studio Professional 2017 (SAL) Visual Studio Test Professional 2017 (SAL)

Date Available: April 2017	License Terms: <u>Universal</u> ; <u>SALs for Desktop</u> <u>Applications</u>	Product-Specific License Terms: All editions
Prior Version: Visual Studio 2015	Prerequisite: N/A	Access License Requirement: All Editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK	License Mobility: N/A	Notices: Internet-based Features, Bing Maps, H.264/MPEG AVC and/or VC-1

1. Desktop Application Access

1.1 Visual Studio Enterprise 2017

Subscriber Access License	Visual Studio Enterprise 2017 SAL (user)

1.2 Visual Studio Professional 2017

Subscriber Access License	Visual Studio Professional 2017 SAL (user)
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1.3 Visual Studio Test Professional 2017

ubscriber Access License	Visual Studio Test Professional 2017 SAL (user)

2. BUILDSERVER.TXT File

Customer may install copies of the files in the Build Server Lists found at http://go.microsoft.com/fwlink/?Linkld=286955 onto its build machines solely for the purpose of compiling, building, verifying and archiving its programs or to run quality or performance tests on its build machines as part of the build process.

3. Utilities

Customer may copy and install the Utilities listed at http://go.microsoft.com/fwlink/?LinkId=286955 that Customer receives with the software on to Customer's other third party machines solely to debug and deploy Customer's programs and databases that Customer develops with the software. Customer must delete all the Utilities installed onto a device when it finishes debugging its program or 30 days after it installs them on that device, whichever comes first. Microsoft is not responsible for any third party use of or access to Utilities Customers installs on any device.

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 in the software.

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Visual Studio Team Foundation Server with SQL Server Technology

Visual Studio Team Foundation Server 2018 (SAL)

Visual Studio Team Foundation Server 2018 Basic (SAL)

Date Available: November 2017	License Terms: <u>Universal</u> ; <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Visual Studio Team Foundation Server 2017	Prerequisite: N/A	Access License Requirement: All Editions
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: SQL Server Technology	License Mobility: N/A	Notices: N/A

1. Server Software Access

Subscriber Access License	Visual Studio Team Foundation Server 2018 Basic
	SAL (user)

1.1 Additional Functionality

Test Management

Ad	dditive Access License	Visual Studio Team Foundation Server 2018 SAL	Visual Studio Enterprise 2018 SAL (user)
		Visual Studio Test Professional SAL	

1.2 Additional Functionality

Package Management

Additive Access License	Visual Studio Team Foundation Server 2018 SAL	Visual Studio Enterprise 2018 SAL (user)

2. SAL Waiver

A SAL is not required for users: to view, edit, or enter work items, to access Team Foundation Server Reporting, for accessing Visual Studio Team Services via a Team Foundation Server 2018 Proxy, for providing approvals to stages as part of the Release Management pipeline.

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 in the software.

4. SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

5. Release Management

Visual Studio Team Foundation Server includes one concurrent deployment using the Release Management feature. Each of the following provides one concurrent deployment using the Release Management feature:

- Visual Studio Enterprise 2018 SAL (user)
- Visual Studio Enterprise (monthly or annual subscription)
- Team Services Build and Release Private Pipeline (paid instance)

6. Additional Software

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	Visual Studio Team Foundation Build Services	<u> </u>	1
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Windows Server

Windows Server 2016 Essentials (Processor License)	Windows Server 2016 Remote Desktop Services (SAL)
Windows Server 2016 Standard (Core License)	Windows Server 2016 Active Directory Rights Management (SAL)
Windows Server 2016 Datacenter (Core License)	Microsoft Identity Manager 2016 (SAL)

Date Available: October 2016	License Terms: <u>Universal; Per Core (OS)</u> – All editions (except Essentials), <u>Per Processor - Essentials</u> , <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Windows Server 2012 R2, Windows Server 2012	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: All editions	Client Software: N/A	DCP Eligible: SALs only
Disaster Recovery: All editions	Down Editions: Datacenter to Enterprise, Standard, Web or Essentials; Standard to Essentials, Web and to Windows Enterprise 2008 R2 (or earlier versions)	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features, H.264/MPEG-4 AVC and/or VC-1

1. Required Disclosure associated with use of Windows Server for Hosting of Graphical User Interface

Desktops delivered as a service are supported under SPLA using Windows Server and Remote Desktop Services (RDS). If Customer chooses to deliver a service of this type, Customer must explicitly identify in its marketing materials that this infrastructure is being used for service delivery. The Windows Desktop Operating System cannot be used to provide a hosted client, hosted graphical user interface or desktop as a service.

2. Testing, Maintenance and Administrative Access -- Windows Server Datacenter and Standard

For each Running Instance in an OSE on a Licensed Server, Customer may permit up to two users, in addition to those permitted under the general allowance of administrative users within its data center as set forth in the "Server administration and maintenance" section of its SPLA, to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of products licensed under Customer's SPLA. These users do not need Remote Desktop Services SALs.

3. Additional Terms for Windows Server Essentials

3.1 Running Instances

Customer may use one Running Instance of the software in one OSE, unless the Running Instance used in the Physical OSE is used only to host and manage Virtual OSEs, in which case Customer may use one Running Instance in the Physical OSE and one Running Instance in a Virtual OSE. Customer must run the server software within a domain where the Licensed 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 relationships with any other domains.

3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 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. Customer 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 Windows Server Essentials Connector

Customer may install and use the Windows Server Essentials Connector software on no more than 50 devices at any one time. Customer may use this software only with the server software.

4. Windows Server Containers without Hyper-V isolation with Windows Server 2016 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

5. Server Software Access - Windows Server Datacenter and Standard

In addition to the required core Licenses, Customer must acquire the corresponding SALs for users authorized to access one or more of the following functionalities:

5.1 Windows Server Remote Desktop Functionality

Subscriber Access License	Windows Server 2016 Remote Desktop Services SAL ¹ (user)
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 $^{1} Also\ required\ for\ use\ of\ Windows\ Server\ to\ host\ a\ graphical\ user\ interface\ (using\ the\ Windows\ Server\ Remote\ Desktop\ Services\ functionality\ or\ other\ technology).$



5.2 Windows Server Active Directory Rights Management Functionality

Subscriber Access License	Windows Server 2016 Active Directory Rights
	Management SAL (user)

5.3 Microsoft Application Virtualization for Remote Desktop Services Functionality

Subscriber Access License	Windows Server 2016 Remote Desktop Services SAL
	(user)

5.4 Microsoft Identity Manager Functionality

Subccribor Accord Liconco	Microsoft Identity Manager 2016 SAI (user)
Subscriber Access License	Wilchosoft identity Manager 2010 SAL (user)

¹A SAL is also required for any person for whom the software issues or manages identity information.

5.5 Synchronization Service Usage Only – Microsoft Identity Manager

If using only the synchronization services of Microsoft Identity Manager, SALs are not required.

6. Additional Software

AD Migration Tool	GBUNIECN.EXE Utility	
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Attributes

Attributes are identified in the table in each Product Entry, and indicate rights or conditions applicable to acquisition or use of the Products.

Access License Requirement: Indicates whether or not a Server or Desktop Application Product requires SALs for access by users and devices or Managed OSEs.

Additional Software: Software that Customer is permitted to use on any device in conjunction with its use of server software.

Client Software: Indicates components of a Product that are licensed as Client Software, as that term is defined in Customer's SPLA.

Date Available: The date a Product is first available, designated as month/year.

DCP Eligible: Permits Customer to use Data Center Providers in the delivery of Software Services to End Users, as described in the SPLA.

Disaster Recovery: Rights available to Customer to use software for conditional disaster recovery purposes; refer to <u>Universal License Terms</u>, <u>Disaster Recovery</u>, 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 <u>Universal License Terms</u>.

Fail-Over Rights: Permits Customer to run passive fail-over Instances of the Product in conjunction with software running on the Licensed Server, in anticipation of a fail-over event. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Fail-Over Rights apply only if the number of Licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of Licenses required to run the corresponding production Instances.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of <u>Universal</u> License Terms for details.

License Mobility: Permits License reassignment from one of Customer's Servers to another one of Customer's Servers in the same Server Farm during the same calendar month.

License Terms: Terms and conditions governing deployment and use of a Product.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prior Version: Earlier versions of Product.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the Universal License Terms for details.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions govern deployment and use of the Product.

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Definitions

Capitalized terms used but not defined in the SPUR will have the definition provided in the SPLA. The following definitions also apply:

Client OSE means an OSE running a client operating system.

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.

Data Center Provider means an entity that provides Software Services, usually infrastructure services to another Services Provider, using Products licensed from Microsoft through their own SPLA.

ERP Solution means the components of the software that control Customer's End user's users and financial reporting units.

External Users means users that are not either Customer's End User's or its Affiliates' employees, or its or its affiliates' onsite contractors or onsite agents.

Hardware Thread means either a Physical Cores or a hyper-thread in a Physical Processor.

Host Fabric means a collection of Physical OSE and Virtual OSEs that are configured and operated as a unit to provide virtualization, networking, management and file services.

Instance means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance. **License** means the right to download, install, access and use a Product.

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

Licensed Server means a single Server to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

Licensed User means the single person to whom a License is assigned.

Manage 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 OSE.

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.

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.

SAL means Subscriber Access License, which may be assigned by user or device, as appropriate. A user SAL allows access to the corresponding software from any device by one user or management of any Client OSE used by one user. A device SAL allows access to the corresponding software from one device by any user. One OSE SAL permits management of one OSE accessed by any user. A Student SAL may be assigned to Qualified Educational End Users as defined in the Qualified Educational Customer Addendum.

SALs for SA means SALs that may be acquired and assigned to users who have also been assigned a qualifying Client Access License (or CAL) with active Software Assurance (or SA) acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with SA has been assigned. The right to assign a SAL for SA to a user or device expires when the SA for the qualifying CAL expires. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned.

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, and/or within the European Union (EU) and/or European Free Trade Association (EFTA). A data center can be moved from one Server Farm to another, but not on a short-term basis.

Suite means 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.

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.

Windows Server Container with Hyper-V isolation (formerly known as, Hyper-V Container) is a feature of Windows Server that utilizes a virtual operating system environment. Each Windows Server Container with Hyper-V isolation is considered to be 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, including 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.

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