

CONTRACT**County of Riverside****Dispatch via Print**

Vendor ID 0000000033
 Compucom Systems Inc
 7171 Forest Lane
 Dallas TX 75230
 USA

Contract ID			Page
RIVCO-20800-002-12/12			1 of 1
Contract Dates	Currency	Rate Type	Rate Date
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
 Pricing Quantity:
 Quantity Type:

Reference Microsoft Master Agreement Number 01E73134.

All terms, conditions, and specification of RFQ#PUARC-1200 are hereby included with full force and like effect as if set forth herein.

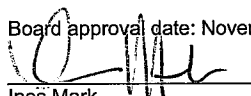
PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

In the event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

The County reserves the right to cancel the unexpended balance of this order at any time.

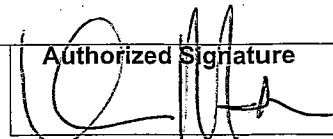
Period of Performance: From January 1, 2012 through December 31, 2012.
 Year: 1 of 5, final year end date of December 31, 2016.

Board approval date: November 8, 2011


 Ines Mark
 Procurement Contract Specialist
 County of Riverside- Purchasing and Fleet Services
 Voice: (951) 955-4944
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Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Response Details Report Bid RFQ #PUARC-1200 - Microsoft Enterprise License

Report Generated on : Oct 11, 2011 3:12:45 PM CDT

Bid: **RFQ #PUARC-1200 - Microsoft Enterprise License**

Start Date **Sep 20, 2011 3:47:46 PM CDT**

End Date **Oct 11, 2011 3:30:00 PM CDT**

CompuCom Systems, Inc.

Terms and Conditions

- ✓ PUARC-1200 Product List.xls
- ✓ PUARC-1200 Add#1.doc
- ⚠ RFQ PUARC-1200.pdf **Exception:** One exception requested: 1. Reference: County of Riverside, General Conditions, page 2. Section 4.5 General Provisions All Lines, (c)(1) Response: CompuCom respectfully requests that submission of the required Certificates of Insurance should suffice to satisfy the insurance requirements, CompuCom, for confidentiality reasons, does not provide its insurance policies to any third parties.
- ✓ PUARC-1200 Add#2.doc

General Documents

RFQ PUARC-1200 CompuCom response.pdf
PUARC-1200 CompuCom Supplemental.pdf

General Notes

Please see notes section on each line; the online bid system will not accept a negative percentage in "unit price" field. CompuCom bidding 1.5% or 0.5% "below cost" (LAR's cost determined as standard Microsoft Level-D, or as Riverside County custom "Level-D minus 7.5%" if offered again to the County by Microsoft, as stated in this RFQ). (It is anticipated that Microsoft will again offer the 7.5% discount to the County, in which case we pass that along to the County, as well as our additional discounts we are offering in this response).

Two attachments also included: PUARC-1200 bid doc, primarily for the purpose of filling in blanks in Appendix A, also including additional CompuCom-specific information in various sections.

Supplemental CompuCom information document, outlining additional services, example marketing materials, etc.

Vendor Response

20811.0 - Applications (Added at Signing)

Product Pool:Applications (Added at Signing) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

Brand	Added at Signing	Unit Price	Qty.	Total	Notes:
		\$-1.50	1	(\$1.50)	NOTE: CompuCom submits to sell this line as 1.5% BELOW our cost.
Reference #					

20811.0 - Applications (True-ups)

Product Pool:Applications (True-ups) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

Brand	True-ups	Unit Price	Qty.	Total	Notes:
		\$-0.50	1	(\$0.50)	NOTE: CompuCom submits to sell this line as 0.5% BELOW our cost.

REQUEST FOR QUOTE # PUARC-1200

Microsoft Enterprise License



By:
Ines Mark
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Email: imark@co.riverside.ca.us

NIGP Code(s):20800, 20811

INSTRUCTIONS TO BIDDERS

- I. **Vendor Registration** - Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us and <http://http://www.publicpurchase.com/> with all current Vendor information, to be registered on the County's database.
- II. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- III. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- IV. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting Riverside County Purchasing at the number shown above and requesting a copy be faxed or mailed to you.
- VI. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as non-responsive.
- VIII. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- IX. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- X. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** except late bids due to slow internet connection, or incomplete transmissions.
- XI. **Local Preference** - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.
or
- XII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from **certified** disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

☒ APPENDIX "A"	☐ PLANS/DRAWINGS	☐ SAMPLES	☒ EXHIBITS (A)	☒ ATTACHMENT (Product List)
☐ #116-110	Special Conditions/Response	☐ #116-130	Equipment Information Sheet	
☒ #116-260	Local Business Qualification Affidavit	☐ #116-310	Boilerplate Contract	

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE
AND LIKE EFFECT AS IF SET FORTH HEREIN**

☒ #116-200	General Conditions	☒ #116-210	General Conditions Materials and/or Services
☐ #116-230	General Conditions - Equipment	☐ #116-220	General Conditions - Public Works
☐ #116-240	General Conditions - Personal/Professional Service		

To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.

If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

APPENDIX A

1.0 INFORMATION

- 1.1 **LIQUIDATED DAMAGES** - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful bidder shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$ 0.00 per calendar day for each and every calendar day that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.3 CASH DISCOUNT N/A % from receipt of good or invoice, whichever is later. (terms less than 20 days will be considered net) Cash discount shall be applied to grand total.
- 1.4 Delivery: 7 calendar days after receipt of order.
- 1.5 Please Check: Disabled Veteran Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit form 116-260.
- 1.6 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

2.0 DEFINITIONS

- A. Wherever these words occur in this RFQ, they shall have the following meaning:
- B. "RFQ" shall mean Request for Quote.
- C. "Addendum" shall mean an amendment or modification to the RFQ (Request for Quote).
- D. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- E. "Bidder" shall mean an individual, firm, partnership, or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- F. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFQ, Contractor and Bidder are used interchangeably.

- G. "COUNTY" shall mean the County of Riverside and its agencies.
- H. "CCISDA" shall mean the California County Information Services Directors Association
- I. "MISAC" shall mean the Municipal Information Systems Association
- J. "LAR" shall mean the Large Account Resellers
- K. "EA" shall mean Enterprise Agreement
- L. "Qualified Device" shall mean any personal desktop computer, portal computer, workstation, or similar device that is used by of for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).
- M. "MDOP" shall mean Microsoft Desktop Optimization Platform
- N. "MSDN" shall mean Microsoft Developer Network

3.0 PURPOSE/BACKGROUND

3.1 Purpose

- a) The County of Riverside is soliciting bids for a consortia approach to collectively enter into a Microsoft Enterprise Agreement and Select program in order to utilize the desktop volumes to achieve the best possible price as detailed in this RFQ. Microsoft has demonstrated flexibility in dealing with CCISDA\MISAC to accommodate government issues and concerns to offer a customized Enterprise Agreement that will work for all government agencies within the state of California.
- b) The purpose of this RFQ is to seek both renewal pricing for those under the current Microsoft Agreement from any authorized LAR within the State of California plus allow new enrollments to take place based on combined volumes of those staying with the old agreement, those renewing in this new contract, and those joining into the new contract for the first time.
- c) The intent of this RFQ is to award to no more than five (5) Microsoft authorized and responsible Large Account Resellers (LAR) in the State of California that meets the terms and conditions of this RFQ. The LAR(s) will serve as the administrator of this agreement and will collect all dollars directly from those jurisdictions enrolled under this awarded contract.

CompuCom appreciates the opportunity to continue providing our software licensing services under the Riverside contract. We believe the level of service we have provided under the previous and existing contract, along with the competitive pricing we are providing for this contract, is a direct reflection of our commitment, understanding and desire to participate in this contract vehicle. Our clients:

- *Take comfort in knowing their licensing is reported correctly to Microsoft; CompuCom continues to receive the Microsoft Operational Excellence award year after year.*
- *Have a positive Microsoft EA experience. Our software specialists reduce confusion and administration from the program so that customers can focus on their business and have a truly positive Microsoft EA experience;*
- *Are continuously educated on program offerings, valuable tips and a variety of ways to pay for the agreement. Whether that's through a typical PO generation process, automatic invoicing or having flexibility in dealing with special order and reporting requirements.*

3.2 Background

- a) Since June 19, 2001, The **California County Information Services Directors Association (CCISDA)** and the **Municipal Information Systems Association (MISAC)** of California have been participating in a state-wide Microsoft Enterprise Agreement (EA) and Select program. The County of Riverside will continue to administer this award, to include participation from CCISDA and MISAC.

CompuCom appreciates having been an awarded reseller of the current and previous CCISDA/MISAC EA's (agreement numbers 01E62044 and 01E69633) as well as the current Select program. We look forward to the opportunity to service the upcoming Microsoft agreements.

- b) The **California County Information Services Directors Association (CCISDA)** is the official organization of the county information technology directors in the state of California. They represent the 58 California counties in the area of information technology and county government.
- c) The **Municipal Information Systems Association (MISAC)** of California is a statewide organization of approximately 150 member agencies. They represent the 475 Cities and Special Districts in the state of California in the area of information technology and county government.
- d) Current participation in this successful contract has surpassed 488,000 desktops and over 460 separate enrollments to this Microsoft Enterprise Agreement. The current Large Account Resellers (LAR) have worked with each of these entities to explain the Microsoft Enterprise Agreement, helped them make decisions about their licensing needs, provided enrollment assistance, and coached them during annual EA requirements including true-ups and annual payments. The awarded LAR(s) will be required to deliver this same level of service, as well as provide continuing education to enrollees on other services and benefits provided to participants in the EA.

As a reseller under the current contract, CompuCom takes pride in having assisted many of the existing participants with the pre-sales and education of their Enterprise Agreements. We hold webcasts, one-to-many seminars, send out email blasts, conduct face-to-face meetings and more to educate these customers and to help them make the best decision for their environment. We currently hold roughly 65% of the existing EA contracts under the Agreement and we work closely with Microsoft to continuously provide value around this important contract vehicle. Our field consultants are both Microsoft Certified Professional (MCP)s and Certified Software Managers (CSM). For CompuCom EA clients under this contract, we provide continued post-sales licensing advice and assistance including, but not limited to: assisting in the enrollment process by completing all required Microsoft paperwork for the enrolling entity, making the true-up and annual payment processes easy to understand; assisting with VLSC website set-up and on-going management; and continued

analysis of add-on products and renewals for the EA. CompuCom is committed to providing excellent services around this agreement and we would be happy to provide references of current clients under this agreement.

- e) The LAR(s) must allow CCISDA/MISAC members with the opportunity to continue to enroll in the Enterprise Agreement after the open enroll period at a highly discounted price based on cumulative volumes of desktops enrolled under the new and existing contracts.

CompuCom looks forward to assisting current CCISDA/MISAC EA clients with renewing their existing enrollments as well as helping new clients enroll in new EA's of their own. Microsoft's aggressive pricing for this special EA makes an attractive case for clients looking for an easier and more cost-effective way to manage their Microsoft licensing needs.

- f) In addition, many government entities could not purchase from a sole LAR due to local preference purchasing requirements. The intent of this RFQ is to award to multiple Large Account Resellers (LARs) under a single agreement and to get credit for volumes under the existing contract and for those that want to change to the renewal contract or for those governments enrolling for the first time.
- g) Many counties do not upgrade their software on their desktops on an annual basis and most do so every two to three years. As a result, most may not benefit from Software Assurance under the Select Program nor can justify an Enterprise Agreement. Therefore, to make an Enterprise Agreement a tool for government, it must be cost effective, ease licensing management, and encourage government to stay current with new software versions to take advantage of the latest technological improvements that could benefit employee productivity. An additional benefit can be realized through other offerings made available to EA participants. When such offerings are introduced, it is imperative that the LAR make the offering known to the agency in order for them to obtain the most out of their EA investment.

CompuCom has proactively marketed the current EA agreement to State of California public sector clients via the use of webcasts, email blasts, printed materials, face-to-face meetings with clients, and large presentations to various counties, CCISDA and MISAC events, and to State Agencies. We have also participated in almost all of the CCISDA and MISAC annual conferences since the inception of our participation in this contract vehicle.

Our dedicated State of California team works hard to make sure our clients are educated on all of the opportunities and offerings available through the EA program. Samples of some of our marketing efforts are included at the end of this bid package. In addition, CompuCom has an in-house professional services organization to assist clients in getting the most value from their new agreement. This enables participating entities to redeem Packaged Services SA Benefits (Desktop Deployment Planning days, etc.), and in some cases working with Microsoft to obtain special funding for services engagements, or by customer-financed installation and consulting services.

4.0 PRODUCT LINE

4.1 Enterprise Agreement Program Products

The products offered under the Enterprise Agreement (EA) may be purchased individually or in total as follows:

4.2 Enterprise Products

- a) The Enterprise Agreement offers California County Governments access to the most recent releases of the Desktop Professional Platform products. The Enterprise Agreement Desktop Platform products are:

- i. Microsoft Windows 7 Enterprise Edition with MDOP
 - ii. Microsoft Office Professional Plus 2010
 - iii. Microsoft Core Client Access License Suite or Enterprise Client Access License Suite
- b) Government entities who enroll in the Professional or Enterprise Platform (the Windows 7 Enterprise Edition operating system upgrade, Office Professional Plus 2010, and Core CAL Suite or Enterprise CAL Suite) receive a platform discount on top of their already discounted enterprise software product.
- c) Government entities not adding products at signing may still add additional products to their enrollment at any time with License & Software Assurance (pro-rated annually for the remaining term of their enrollment).
- d) For full product listing see excel attachment "PUARC-1200 Product listing."

4.3 Additional Products and Services

- a) Nearly all other available Microsoft software titles are obtainable as additional products. They provide the same License & Software Assurance coverage as enterprise products, but *do not* require an enterprise-wide commitment. For products licensed at signing, payments can be spread throughout enrollment years in the same way that enterprise product payments are annualized. Also, additional products at signing will have corresponding pricing for the use of the True Up ordering process, enabling an annual consolidation of ordering. Government entities not adding products at signing may still add additional products to their enrollment *at any time* with License & Software Assurance (pro-rated for the remaining term of their enrollment).
- b) Premier Services are available through the Riverside Master Agreement for as long as it is offered as products under the Microsoft Enterprise Agreement.
- c) Examples of software products available as additional products include Office Visio, Microsoft Project, Windows servers, Exchange servers, Microsoft Office SharePoint Servers, SQL Servers, Visual Studio Team Edition (w/ MSDN), MapPoint Web Service, and many others.
- d) A complete list of additional products is available on the Microsoft Product List at:
<http://www.microsoftvolumelicensing.com/userights/PL.aspx>
- e) To learn more about Product Use Rights, visit:
<http://www.microsoftvolumelicensing.com/userights/PUR.aspx>

4.5 Customized Components:

- a) The awarded Large Account Reseller(s) as part of the contract must be willing to accept the administration of the contract. California government entities will enroll by Agency (understanding that all desktops in a department must be committed unless the desktop has an asset tag where it has been paid and owned by another government jurisdiction).

CompuCom agrees and will comply. California government entities can enroll by business unit, which includes but is not limited to: Agencies, Boards, Commissions, Departments, Cities, Counties, Special Districts etc.

If a "qualified desktop" is owned by, and thus has an asset tag from another government agency, that other agency is typically responsible for the software assets on the hardware, therefore that specific machine will not be included in the enrolling business units "qualified desktop" count.

CompuCom accepts full responsibility of the administration of the contract for enrollments signed through CompuCom.

CompuCom's administration of each enrollment encapsulates a plethora of no-charge additional services to help the government entity get the very most from their investment in the Microsoft Enterprise Agreement. These no-charge services include but are not limited to:

- *Managing Software Assurance Benefits*
- *Assisting with the VLSC website*
- *Providing Desktop Deployment Planning Solution Consultants*
- *Annual Payment Notification and Reporting*
- *Annual True-Up Support*
- *Additional product analysis*
- *Enrollment paperwork assistance*
- *EA Renewal analysis and guidance*
- *Detailed Reports and Periodic Account Reviews*
- *Ongoing education, webinars, promotional offers, product use rights news and more*

Managing Software Assurance benefits & Assisting with the VLSC website

Enterprise Agreement enrollments are provided with various Software Assurance Benefits, ranging from Desktop Packaged services to eLearning; all of which need activation and management assistance if they are to be used effectively.

At CompuCom we strongly believe that the experience our customers have with their Software Assurance benefits are an integral part of the decision regarding whether or not to renew an Enterprise Agreement in the future. If our customers are making the most of these benefits (utilizing the training, taking advantage of the technical support, deploying the additional features found in Windows 7 Enterprise, etc) then they very quickly see the value of the Enterprise Agreement and its inherent Software Assurance, leading to satisfaction and easier justification for renewal in the future. Our goal at CompuCom is to make the Software Assurance experience easy and fulfilling.

CompuCom has trained and experienced resources both local and based in our corporate office, to assist County of Riverside Enterprise Agreement enrollees across the State with their Software Assurance and VLSC experience. Available on 800-400-9852 x 2 or by email at msgov@compucom.com, our team provides on-time assistance, training, along with ongoing support of the VLSC website (Microsoft Volume Licensing Site) and Software Assurance Benefits. This includes but is not limited to:

Navigating the site, including:

- *Adding new users and assigning roles (e.g. User, User & VLK, Admin, Benefits & Online Services Admin)*
- *Learning how to download media*
- *Learning where to retrieve Volume License Keys*
- *Learning how to receive a summary of all licenses owned*

Managing the MSDN website, including:

- *Adding users*
- *Assigning media, download rights to personnel with the MSDN portal*
- *Assigning developer licenses to specific individuals*
- *Granting Online concierge chat, and managed newsgroup access*

Managing Software Assurance Benefits, including:

- *Transferring Training vouchers to the Desktop Packaged Services benefit if required*
- *Activating and assigning personnel to the TechNet SA Subscription Services*
- *Activating the Windows Fundamentals for PCs kit*
- *Activating the Windows 7 Enterprise kit*
- *Explaining and providing on-time issuance of Training Vouchers.*
- *Activate and explain the Home Use Program*
- *Activating TechNet Plus Direct*
- *Activate and explain eLearning*

Additional Software Assurance Benefit services include:

- *Running reports of Home Use Program usage. Easily see who is buying via HUP.*
- *Requesting change of SA benefits numbers (e.g. HUP, or eLearning) in the event that the benefit is misused and the agency needs to start the process of communicating the benefit fresh, and eliminate users with the old code from accessing the benefit.*

We take this process very seriously. It's a valuable part of the contract and requires dedicated support to effectively manage it. We have been told that for accounts where the reseller does not take control and assist the customer with the activation, shipment and assignment of these Software Assurance Benefits, many enrollees forget about them and thus lose out on a very valuable part of their agreement. We are committed to not allowing this to happen with our clients.

Providing Desktop Deployment Planning Solution Consultants

Both Microsoft and CompuCom want to make sure that the deployment, migration and maintenance of your software, is successful and seamless. Therefore Microsoft has included Packaged Services days as one of the Software Assurance Benefits available to most Enterprise Agreement enrollees. Packaged Services workshops can help you lower the cost and complexity of deploying new software and can help you achieve the most cost-effective desktop environment.

CompuCom is a provider of many Microsoft-related professional services. Although you have the option to use this Software Assurance benefit with another qualifying company, we want you to know that our consulting skill set allows us to easily provide the technical expertise you'll need to make your experience successful. Not many "software only resellers" can say that, but because CompuCom is a full-service, international provider of Software, Hardware and Professional services we have the capabilities that allow us to support your services needs.

The services, provided by CompuCom, will introduce you to advanced techniques, processes, and tools. Your consultant will work with you to identify your unique business needs and will help you create a comprehensive deployment plan. This plan, designed to provide a secure and well-managed desktop environment, will help you extend the business value of your Microsoft Office or Windows software upgrade.

The Microsoft Packaged Services SA benefit offers 1 to 15 days of deployment planning services, depending on the amount of Microsoft Software Assurance that you purchase for Microsoft Office software.

Annual Payment Notification and Reporting

The Microsoft Enterprise Agreement enrollment is split into 3 annual payments. On each anniversary date the enrollee is required to make an annual payment (unless they opted to pay the entire 3 year enrollment in advance). Although CompuCom always provides our customers with a payment schedule (during the proposal phase) we also make sure that we remind the agency at least 2 months in advance of upcoming payments. This procedure is critical, due to turn-over at the agency, original proposals getting lost, and simply the need for a friendly reminder.

It is at this time that we also inform the customer of their existing licenses. This includes not only licenses what were added "at signing" but also licenses that have been acquired over the period of the agreement, either by adding "new" products or performing a "True-Up" at the anniversary date.

CompuCom then follows up on a regular basis, after notification, making sure that the customer has everything they need in order to issue a Purchase Order by the anniversary date. These additional reminders are typically welcomed by customers as they remind them of the task at hand, and help the customer prevent the possibility of non-payment and the risk of non-compliance.

Annual True-Up Support

In addition to making an annual payment, each year the enrollee must True-Up any NET new desktops or licenses that have been added to the "enterprise" over the last year; or sign a document that declares there were no True-Ups.

CompuCom first reminds the enrollee that a True-Up is due; then coaches the enrollee on the True-Up procedure: counting increases, documenting them, requesting a quote for True-Ups (CompuCom also supplies the customer with all true-Up prices during the proposal stage). We also assist those customers who have zero True-Up and need to complete and submit the Universal Update Statement. Without this additional assistance, customers could fall behind in their True-Up procedure and be subjected to firm reminder notifications from Microsoft.

Enrollment paperwork assistance

After the proposal phase, and prior to signing, CompuCom assists our customers by completing the enrollment paperwork, sending it to the customer with instructions and providing a Federal Express number so that the signed documents can be returned in a timely fashion; alternately, if wet originals are not required by the customer, Microsoft now accepts clean scans via e-mail of the enrollment documents (returned to your CompuCom software representative).

This assistance with the enrollment work helps reduce the customer's workload, allowing for them to quickly review the documents (or run them past their legal group) and then simply sign. A delay in signed enrollment paperwork can result in the price of "customized or pro-rated enrollments" increasing, which is detrimental to the customer, CompuCom and their relationship. We proactively prevent this from happening by managing/easing the enrollment-signature process.

Detailed Reports and Periodic Account Reviews

CompuCom provides detailed annual reports of licenses purchased. Detailed quarterly reports are also available on the web via the VLSC website. CompuCom's VLSC web-site specialist can easily guide customers to this area, or CompuCom can email reports out on a quarterly basis if preferred. These reports identify those items that were initially on the enrollment "at signing", those that were "Trued-Up" on an anniversary date, and those new products that were added "on the fly" during the term of the agreement. Accurate reports assist our customers with inventory comparisons, enabling customers to make informed decisions about how many licenses to True-Up, if required.

On the fly reports can be generated within 4 hours of a request if needed. CompuCom is happy to provide this type of information.

Ongoing education, webinars, promotional offers, product use rights news

During the period of a customer's Enterprise Agreement enrollment, Microsoft releases promotions, changes Product Use Rights etc.

Promotions may not only relate to products available at a reduced price, but for example, could include the granting of free licenses etc. CompuCom feels it is very important that we get this information out to our customer in a timely manner. This type of information is made available through ongoing education, in the form of:

- Phone calls*
- Webinars*
- Email Notifications*

At CompuCom we believe the more knowledge our customers have, the better informed they are to make the challenging decisions about licensing and technology at today's fast moving pace.

- b) Commitment for each government entity is at least 25 desktops in the entire organization. Organizations under 25 qualified workstations are required to combine enrollments with other local government entities for a total of at least 25 qualified workstations to qualify. The government entity who handles the enrollment for multiple jurisdictions will also be responsible for distributing license confirmations.

The business unit/government entity, that signs their own enrollment, must count all "qualified desktops" within that entity (all desktops and laptops); this is the number of seats for the Enterprise Agreement enrollment; it must equal or exceed 25.

Entities with less than 25 "qualified desktops" may group together to form an enrollment that exceeds 25 seats (still considering all of their "qualified desktops"). The enrolling entity takes full responsibility for payment and reporting under this agreement. Typically the "lead" agency would receive funds from the other agencies on the enrollment. However, CompuCom does work with a number of clients of this nature, so we also include the added benefit of allowing those smaller entities to submit their Purchase Orders directly to CompuCom where we will compile them and then make the payment to Microsoft. CompuCom can also invoice the smaller entities separately, thus generating "License Order confirmations" that reflect the actual quantity of licenses held by/paid for by each smaller entity.

- c) The LAR's are required to provide annual reports of qualified workstation counts by enrollment and ask for desktop true-ups for net additional desktops added during each contract year. The customer is expected to true up additional products added to during past year. Quarterly reports of licenses purchased under the Select agreement (provided by this contract) must also be provided including product and version number. It is preferred that this capability be provided though the Internet.

Compucom agrees and will comply. Detailed quarterly reports are also available on the web via the VLSC website. CompuCom's VLSC web-site specialist can easily guide customers to this area, or CompuCom can email reports out on a quarterly basis if preferred. These reports identify those items that were initially on the enrollment "at signing", those that were "Trued-Up" on an anniversary date, and those new products that were added "on the fly" during the term of the agreement. Accurate reports assist the customer with inventory comparisons, and enable customers to make informed decisions about how many licenses to True-Up, if required.

On the fly reports can be generated within 4 hours of a request if needed. CompuCom is happy to provide this additional information.

- d) All products covered under the EA automatically include Software Assurance for either the full thirty-six (36) or sixty (60) month contract period options. During the contract period, participating government entities will be entitled to all version upgrades at no additional charge. And on termination of the contract, participating organizations will own the most current version of covered products as of the contract termination date, whether the version is installed or not.
CompuCom will assist organizations on determining which versions of each title they are entitled to at expiration of their enrollment.
- e) During the EA each participant will be required (but not limited) to count total qualified workstations in their organization which will be reported to the LAR. Other counts such as True-Up of additional products and additional of 'not-at-signing' products may be required.
- f) The Enterprise Agreement term is sixty (60) calendar months from the date of acceptance, or an optional thirty-six (36) months if requested. Enrollment for this program will be open until the expiration of the Master Agreement. While the number of net desktops in each organization may increase annually, there could be certain economic issues (such as discontinuing a government service due to funding) or

political shifts (such as County Courts becoming a State Agency or a government entity filing for bankruptcy) that could impact desktop counts. Microsoft will deal with decreases in qualified workstation counts on an individual basis without penalty to other enrollments. EA participants that terminate for cause, will own licenses equal to the portion of the total contract period for which they participated. Participants terminating prior to year 2 shall own licenses for 1/3 of the total desktops enrolled. Participants terminating prior to year 3 shall own licenses for 2/3 of the total desktops enrolled. The licenses shall be for the current version of the products at the time of termination. If any one County/Department terminates the enterprise agreement, it shall have no bearing or impact on the others enrolled.

- g) EA enrollees receive perpetual license to the most current version of the software covered under this agreement upon initial payment. By participating under the EA, enrollees immediately become current and stay current. Net new desktops added during the contract period immediately have the right to install the most current versions of the products covered under the EA and the “true-up” payment must be made at the beginning of the next contract year.
- h) All new software covered and purchased under the EA is to be delivered to the COUNTY electronically, unless explicit instructions are communicated that delivery method would be otherwise.
Currently in the State of California if no physical media is selected or ordered during the 36 month or 60 month term, the licenses under that agreement may be purchased without applying sales tax, saving the enrolling agency money.

5.0 TIMELINE		DATES:
1. RELEASE OF REQUEST FOR QUOTATION		September 20, 2011
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.		Must be submitted by: Date: October 3, 2011 Time: 1:30 PM
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com		October 11, 2011 at 1:30 PM
4. TENTATIVE DATE FOR AWARDED CONTRACT		5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be for 5 year(s), with each year renewable in one-year increments, with the completion date of 12/31/17, with no obligation by the County of Riverside to purchase any specified amount of services.

7.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late quotations will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

8.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based on relevant factors, including but not limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ (PUARC-1200)
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

9.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

10.0 INTERPRETATION OF RFQ

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue

in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

11.0 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

12.0 COMPENSATION

12.1 The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

12.2 No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside, and Orange County areas (Microsoft Enterprise License Agreement) and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

13.0 USE BY OTHER POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

Exhibit A **Software Assurance Benefits:**

The Enterprise Agreement includes Software Assurance, Microsoft's enhanced maintenance program that helps customers get the most out of their software investments. Access to valuable benefits such as training, deployment planning, software upgrades, and product support can help increase the productivity of the entire organization. Awarded LAR(s) will continue to educate and assist participants on what these benefits are and how participants can take full advantage of them.

Here are details on Software Assurance benefits throughout each phase of software management.

Stage	Benefit	Description
Planning Stage	New Version Rights	With Software Assurance, you receive new versions of licensed software released during the term of your agreement to deploy at your own pace as they become available. You can reduce the costs associated with acquiring new version releases and immediately take advantage of the latest technology.
	Spread Payments	You can make payments annually, instead of making one up-front payment. This helps you to reduce initial costs and forecast annual software budget requirements up to three years in advance.
Deployment Stage	Packaged Services: Information Work Solution Services	These one- to three-day partner-managed workshops help IT teams learn how desktop applications assist support deployment, security, and infrastructure business goals like project prioritization. You also learn how to implement high-value projects in the IT environment to maintain or accelerate productivity. Workshops include Information Work Business Value Discovery and Information Work Architectural Design Session.
	Microsoft Windows Pre-installation Environment (WinPE)	This is a tool based on the Windows Server® 2003 operating system and the Windows XP Professional operating system that allows IT staff to build custom solutions that speed up deployment through automation, so they spend less time and effort keeping desktops updated. WinPE can run Windows setup, scripts, and imaging applications.
Using Stage	Training Vouchers	You will receive training vouchers for training on select courses from Microsoft Certified Partners for Learning Solutions (CPLS), the premier authorized training channel for delivering learning products and services on Microsoft technology. Taking training from Microsoft CPLSs helps you prepare for deployment, enable smoother migration, and stay up-to-date with the latest Microsoft technologies, giving you the competitive advantage you need.

Exhibit A Cont'
Software Assurance Benefits:

	eLearning Courses	Microsoft's eLearning provides your employees access to individual, on-demand Microsoft software courses. eLearning can be delivered online or offline and includes simulations, hands-on exercises, and learning assessments.
	Home Use Program	The Home Use Program increases employee productivity and maximizes the value of your Microsoft Office investment because with it, your employees can use Office desktop programs for work or personal needs.
	Microsoft Windows 7 Enterprise Edition	The Windows 7 Enterprise Edition is optimized for large organizations and includes features such as data protection that safeguard lost or stolen PCs, application compatibility, and the ability to deploy a single image in multiple locations around the world (per availability of Windows Vista), helping you to lower your deployment and management costs.
	Microsoft Virtual PC Express	Migrate legacy applications during an operating system upgrade in a safe, protected way. Microsoft Virtual PC Express supports a single instance of a virtual operating system (in comparison, Virtual PC 2004 supports multiple instances). Virtual PC Express will be made available to our Software Assurance customers in early 2006, ahead of the Windows Vista Enterprise Edition.
Maintenance Stage	24 X 7 Problem Resolution Support	With Software Assurance, you can be continuously connected with Microsoft for your support needs. You can select the right level of help when you need it with business-critical 24 hours a day, 7 days a week phone support for all Microsoft server products, Windows, and the 2007 Microsoft Office system, in addition to unlimited Web support.

Exhibit A Cont'
Software Assurance Benefits:

	Unlimited Web Support	Complement your business-critical 24 hours a day, 7 days a week phone support with unlimited Web support during business hours, and decide which level of support is best for the issue. This helps you lower your total cost of support and ownership through time and gives you a choice for how to use your direct connection to Microsoft.
	TechNet Plus Subscription with Two Support Calls/Year	IT professionals have access to TechNet Plus subscription media, featuring resources such as the Microsoft Knowledge Base, software updates, utilities, technical training, and how-to articles to help them succeed. They also have access to additional premium TechNet Plus benefits, including evaluation software without time limits, pre-release versions of Microsoft products, two technical support incidents per year, and TechNet Plus Subscriber Online Services. IT professionals can also access TechNet Managed Newsgroups with more than 100 IT-related newsgroups, where they can post technical questions and are guaranteed responses by the next business day.
	"Cold" Backups for Disaster Recovery	Customers with Software Assurance for Microsoft server software, as well as related Client Access Licenses, are eligible for complimentary "cold backup" server licenses for disaster recovery.
	Corporate Error Reporting	Corporate Error Reporting (CER) gives you a clear and easy way to monitor and review error information so you can control deployment of fixes and resolutions. It provides the ability for applications and the operating system to collect and report on crashes in the system.
Transition	Extended Life-cycle Hotfix Support	Enter into Extended Hotfix Support Account (EHSA) as hotfix issues arise. Annual fees and required sign-up periods associated with EHSA are waived for Software Assurance customers, increasing peace of mind and reducing support costs. A Premier or Essential Support agreement is a pre-requisite for eligibility.

For more information about Software Assurance benefits, please visit:
<http://www.microsoft.com/licensing/programs/sa>

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the
Riverside County.**

COUNTY OF RIVERSIDE
Microsoft Enterprise License
RFQ #PUARC-1200



ADDENDUM NO. 1
October 4, 2011

By:
Ines Mark
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Email: imark@co.riverside.ca.us

NIGP Code(s):20800, 20811

ADDENDUM NO. 1
TO RFQ #PUARC-1200

1.0 This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your quote prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

2.0 Return your Quote to:

County of Riverside
Purchasing and Fleet Services
Attn: Ines Mark
RFQ# PUARC-1200
2980 Washington Street
Riverside, CA 92504

Email: imark@co.riverside.ca.us
Fax: 951-955-3730
Bid Closing Date: October 11, 2011 on or before 1:30pm

5.0 Questions from Vendors:

5.1 Question: Can we submit a spreadsheet with the price for all 2156 items, or do we need to type a price for every item into the online bid tool? Will the County instead allow vendors to upload one document in Excel?

County Response: No, pricing should be provided as a discount off the Microsoft ERP pricing for each product pool and purchase type. Final pricing will be determined by the current Microsoft Monthly price list. Please see revised cost sheet Exhibit B. Yes the county will allow and Excel spreadsheet.

5.2 Question: What information/documentation, if any, should be provided or uploaded to the public purchase website in addition to the pricing?

County Response: You may upload any documents to support your quote. Others items (if applicable) would be local preference and/or insurance documents.

5.3 Question: Vendors cost is based upon pricing controlled by Microsoft. Microsoft is planning a price increase in December 2011, but will not be releasing specifics until November 1. Would the County accept a cost plus or discount percent pricing structure in lieu of fixed pricing for each item on the RFQ product list?

County Response: A discounted percent pricing structure will be accepted. Please see revised cost sheet Exhibit B.

5.4 Question: For some products, Microsoft will release a new version of a product with a higher cost than the previous version, yet retain the same part number. How should this be addressed if no price increases will be permitted during the first year of the award (pg 9, 12.2)?

a. If allowed, how should this be shown?

County Response: A discounted percent pricing structure will be used to determine the final cost at Microsoft's release. The County will not accept price increases during the first year of the award. Please provide the County with your best discount off the Microsoft ERP pricing for each product pool and purchase type.

5.5 Question: Pg 9, 12.2, "All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County.

- a. Can the County please clarify this example?
- b. Does this sentence refer to lower prices offered to other governmental entities under the scope of this contract?
- c. Is the County looking for Most Favored Pricing?
- d. If yes to c, will the County accept qualifiers to the Most Favored Pricing to include like terms/conditions, like quantities, etc?

County Response:

- a. If the County of Riverside received a 4% discount off MS list price and then another agency under this agreement receives a 4.26% discount, the 4.26% will automatically be extended to the County of Riverside.
- b. Yes, if lower pricing is offered to other governmental entities under the scope/contract, the lower pricing will automatically be extended to the County of Riverside.
- c. The County is looking for the lowest, responsive, responsible bidder to award.
- d. No. The County reserves the right to split the award or award based on what is most advantageous to the county. The County does not guarantee the quantities or services to be procured.

5.6 Question: Microsoft products that are monthly subscription are discounted when added at signing from their normal price. Would the County like to see a price for when added at signing and added as an additional product?

a. If so, how would you like this shown?

County Response: Please see revised cost sheet Exhibit B.

- 5.7 Question:** The following parts, included on the RFQ product list, are shown as discontinued as of September 1. Can the County remove these parts from the list?

C4A-00008 LrningSltnsE-Lrning ALNG SubsVL MVL DsktpeLearnLib PerUsr

C4A-00014 LrningSltnsE-Lrning ALNG SubsVL MVL TecheLearnLib PerUsr

034-00064 LrningSltnseReference ALNG SubsVL MVL Dev Lib

034-00067 LrningSltnseReference ALNG SubsVL MVL ITPro Lib

County Response: Items will be removed once confirmed with MS.

- 5.8 Question:** In the Instructions to Bidders, XII, it talks about subcontracting to Disabled Veteran Business. Would the LAR in that case be the sub-contractor, and would all revenue dollars need to go through the DVB?

County Response: A Disabled Veteran Business preference can be submitted by the bidder only, not the subcontractor for licenses or true-ups.

- 5.9 Question:** In Section 4.5, it talks about reporting requirements. Will that reporting need to go back to CCISDA, or to the purchasing agency?

County Response: The County of Riverside will be the lead agency providing CCISDA the reports if needed.

- 5.10 Question:** Will an award be made for both EA and Select, or could they be awarded separately?

County Response: Awards are done separately.

- 5.11 Question:** Section 8.0- Method of Award. Will equal weighting be assigned to each specification, or will any specification be weighted more than another?

County Response: The County is looking for the lowest, responsive, responsible bidder to award

- 5.12 Question:** Will the discount off of ERP pricing be used as a ceiling price, or will that be a fixed/ flat discount?

County Response: The ERP pricing will be used as a fixed/flat discount.

- 5.13 Question:** What specifications are you referring to in Method of Award, 8.0 section b? Is that referring to any specific section within PUARC-1200?

County Response: Method of Award, 8.0 section B refers to any specification listed within RFQ#PUARC-1200.

- 5.14 Question:** Page 3, Appendix A, 1.1 Liquidated damages: What are the liquidated Damages,

and what constitutes a delayed fulfillment? Nearly all delays are the result of incomplete paper work (contract forms) submitted by the Department. Does the time start, at the time of PO submission, or once all completed contract forms are accepted by Microsoft and the reseller receives a valid PO from the Dept? Lastly, how is the response to this line weighted in the evaluation of the bid response?

County Response: Does not apply.

5.15 Question: Will Proposers who submit clarifying contract language and modifications to any of the terms and conditions contained in this RFP be disqualified from evaluation?

County Response: No, but the County may reject contract language modifications.

EXHIBIT B

REVISE COST SHEET

Please enter product discount off ERP% (added at Signing and True-ups) for all product pools at www.publicpurchase.com. New revised line items have been updated to simplify proposing product discount off ERP% at Public Purchase site.

Bidders will not be required to enter pricing for all 2155 items list on attachment "PUARC-1200 Product List".
You must enter your quote at www.publicpurchase.com.

SAMPLE

Product Pool	Product Discount off ERP %	
	Added at Signing	True-ups
Applications	4.26%	4.0%
Systems	4.26%	4.0%
Servers	4.26%	4.0%
New Additional Products (Non-Specific)	4.26%	4.0%

COUNTY OF RIVERSIDE
Microsoft Enterprise License
RFQ #PUARC-1200



ADDENDUM NO. 2
October 5, 2011

By:
Ines Mark
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Email: imark@co.riverside.ca.us

NIGP Code(s):20800, 20811

ADDENDUM NO. 2
TO RFQ #PUARC-1200

1.0 This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your quote prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

2.0 Return your Quote to:

County of Riverside
Purchasing and Fleet Services
Attn: Ines Mark
RFQ# PUARC-1200
2980 Washington Street
Riverside, CA 92504

Email: imark@co.riverside.ca.us
Fax: 951-955-3730

Bid Closing Date: October 11, 2011 on or before 1:30pm

3.0 Clarification from the County (REVISE COST SHEET #2)

The County has revised the cost sheet to a cost plus markup percentage request.

The County receives the level D-7.5 pricing from Microsoft. Please provide the mark up percentage from the D-7.5 level.

Please enter cost plus markup % (added at Signing and True-ups) for all product pools at www.publicpurchase.com. New revised line items have been updated to simplify proposing level D-7.5 cost plus markup % at Public Purchase site. You must enter your quote at www.publicpurchase.com.

SAMPLE

Product Pool	Level D-7.5 Cost plus markup %	
	Added at Signing	True-ups
Applications	4.26%	4.0%
Systems	4.26%	4.0%
Servers	4.26%	4.0%
New Additional Products (Non-Specific)	4.26%	4.0%

**COUNTY OF RIVERSIDE
GENERAL CONDITIONS**

Attachment A

GENERAL - The materials or services set forth in this bid/agreement shall be furnished by bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

TERMS - SELLER - As used in this Article, the word 'Seller' includes Seller and his sub suppliers at any level or tier.

1. ASSIGNMENT: Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

2. HOLD HARMLESS/INDEMNIFICATION: Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County. Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

2.1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

2.2 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to County of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for County the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

3. COPYRIGHT/PATENT INDEMNITY - Seller/bidder shall indemnify and hold County, harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, part or component used in the performance of the contract, and shall defend all suits or claims for infringement of any patent right. Such indemnification shall extend to the furnishing of any parts, components, practices or methods as to which Seller/Bidder has secured indemnification from liability from a third party. The Seller\Bidder shall have been informed as soon as practicable by County of the suit or action alleging such infringement, and shall have been given the opportunity as is afforded by applicable laws and regulations to defend such suit, and further, such indemnity shall not apply to a suit or claim which is settled without the consent of Seller/Bidder, unless otherwise

required by a court of competent jurisdiction. In addition to the foregoing, Seller/Bidder shall indemnify, defend, save and hold harmless County from any and all loss, damage or liability arising out of or in any manner connected with any actual or alleged infringement, violation or misappropriation of any copyright, trade secret or intellectual property whatever, in connection with any bid, proposal, service or product of whatsoever kind, nature or sort provided to the County by Seller/Bidder hereunder. County shall promptly notify Seller/Bidder of any such claim, and Seller/Bidder may defend or settle any such claim with counsel of its own choosing, provided, however, that in the event of such a settlement, Seller/Bidder shall obtain a written release of all liability as against County, in form and substance acceptable to County. As a further part of any such settlement Seller/Bidder may, at its own cost and expense, procure the right for County to continue to use such service or product, or to replace or modify them so that they become non-infringing and retain the same function.

4.0 INSURANCE: Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

4.1 Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

4.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4.4 Professional Liability Insurance (If applicable): Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

4.5 General Insurance Provisions - All lines:

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

5. WAIVER OF DEFAULT: Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

6. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE: All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The County may also terminate this Agreement for default and charge to Contractor any costs incurred by the County because of the Contractor's failure to perform.

6.1 Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor's performance under this Agreement at any time upon reasonable notice to Contractor.

7.0 TERMINATION: County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

7.1 County may, upon five (5) days written notice, terminate this Agreement for Contractor's default, if Contractor refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

7.2 After receipt of the notice of termination, Contractor shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to County.

7.3 After termination, County shall make payment only for Contractor's performance up to the date of termination in accordance with this Agreement and at the rates set forth in the executed Agreement or proposal accepted by the County.

7.4 Contractor's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Contractor shall not be entitled to any further compensation under this Agreement.

7.5 The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8.0 DISPUTES: The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who

shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

8.1 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

9.0 ALTERATION OR CHANGES TO THE AGREEMENT: The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

9.1 Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.

10.0 NON-DISCRIMINATION: CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

11.0 INDEPENDENT CONTRACTOR: The Contractor is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Contractor shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that the Contractor in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

12.0 SUBCONTRACT FOR WORK OR SERVICES: No contract shall be made by the Contractor with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

13.0 INTEREST OF CONTRACTOR: Contractor shall not provide any services or products subject to any

chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor warrants that it has good title to all materials or products used by Contractor or provided to County pursuant to this Agreement, free from all liens, claims or encumbrances.

14.0 CONDUCT OF CONTRACTOR: The Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Agreement. The Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Agreement. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or may be perceived as incompatible with the County's interests.

14.1 The Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

14.2 The Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

15.0 DISALLOWANCE: In the event the Contractor receives payment under this Agreement which is later disallowed by County for nonconformance with the terms of the Agreement, the Contractor shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the Contractor.

16.0 GOVERNING LAW/SEVERABILITY: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.0 LICENSING AND PERMITS: Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

18.0 OSHA Regulations: Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

19.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES: Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

20.0 PAYMENT EXTRA CHARGES, DRAFTS - Seller shall be paid upon submission of acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. County will not pay cartage,

shipping, packaging, or boxing expenses unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

21.0 USE BY POLITICAL ENTITIES: The Contractor agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Contractor; and County shall in no way be responsible to Contractor for other entities' purchases.

Form #116-200 02/03/09

COUNTY OF RIVERSIDE
GENERAL CONDITIONS - MATERIALS and/or SERVICES

Attachment A

1. **INTENT** - It is the intent of these specifications to fully describe the materials and/or services required for this procurement.
2. **SPECIFICATIONS** - Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at his own expense.
3. **QUANTITY** - The County of Riverside reserves the right to purchase more or less than quantities specified.
4. **QUALIFICATIONS** - No bidder shall be acceptable who is not a reputable and an established firm. All services provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of the County of Riverside. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid.
5. **SAFETY** - All services and materials which the bidder proposed to furnish to the County of Riverside must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of California and local government, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.
6. **PARTIAL SHIPMENTS** - Partial shipments will not be accepted by the County of Riverside unless prior approval has been given by the County prior to such shipments. Each category referenced herein shall be shipped complete.
7. **OBLIGATIONS OF THE BIDDER** - The bidder shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
8. **ENCUMBRANCES** - No materials or services for the work shall be purchased by the bidder subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller. The bidder warrants that he has good title to all materials and services used by him in the work, free from all liens, claims or encumbrances.
9. **SPECIFICATIONS AND DRAWINGS** - Each bidder shall submit with his or her bid a copy of the proposed product specifications, and descriptive matter in sufficient detail to clearly describe the materials and/or service offered.
10. **AGREEMENT** - Unless stated elsewhere in this document each bid will be submitted and received with the understanding that the acceptance by the County of Riverside of the bid to furnish and deliver specified materials/services described herein shall constitute a contract between the successful bidder and the County of Riverside which shall bind the successful bidder on his or her part to furnish and deliver at

COUNTY OF RIVERSIDE
GENERAL CONDITIONS - MATERIALS and/or SERVICES

Attachment A

the prices (bid) and in accordance with provisions of this specification.

11. **DELIVERY DELAYS** - In case the delivery of the specified materials/services under this contract are delayed due to strikes, in junctions, government controls, or by reason of any cause or circumstances beyond the control of the bidder, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for the County of Riverside,
12. **WORK SHALL BE FIRST QUALITY AND MEET SATISFACTION OF THE COUNTY** - The bidder shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of the contract and specifications and in accordance with the directions of the County as given from time to time during the progress of the work.

All work provided pursuant to these specifications shall be first class in every respect and shall conform to the highest standards of the industry. All work must meet the satisfaction of the Purchasing Agent who shall be the final judge of the quality and suitability of the work. Should the bidder's performance fail to meet the approval of the Purchasing Agent, the bidder shall forthwith take corrective action at his or her own expense. If, in the opinion of the County Purchasing Agent, it is undesirable to correct unsatisfactory work or work not performed in accordance with those specifications, the compensation to be paid to the bidder shall be reduced by such amount as in the judgment of the County Purchasing Agent shall be equitable.

Bidder and their surety shall be liable to the County for any excess cost occasioned the County thereby, The amount of compensation, if any for, work performed prior to cancellation of a contract shall be as determined by the County Purchasing Agent in consideration of amount of work performed, quality of work, costs to the County of completing the remainder of the contract work.

13. **SITE EXAMINATION** - The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified

Reference #

as 0.5% BELOW our
cost.**20811.0 - Systems (Added at Signing)**

Product Pool: Systems(Added at Signing) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	Added	Unit Price	Qty.	Total
Brand	at	\$-1.50	1	(\$1.50)
	Signing			

Notes: NOTE: CompuCom submits to sell this line as 1.5% BELOW cost.

Reference #

20811.0 - Systems (True-ups)

Product Pool: Systems (True-ups) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	True-	Unit Price	Qty.	Total
Brand	ups	\$-0.50	1	(\$0.50)

Notes: NOTE: CompuCom submits to sell this line as 0.5% BELOW cost.

Reference #

20811.0 - Servers (Added at Signing)

Product Pool: Servers(Added at Signing) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	Added	Unit Price	Qty.	Total
Brand	at	\$-1.50	1	(\$1.50)
	Signing			

Notes: NOTE: CompuCom submits to sell this line as 1.5% BELOW our cost.

Reference #

20811.0 - Servers (True-ups)

Product Pool: Servers(True-ups) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	True-	Unit Price	Qty.	Total
Brand	ups	\$-0.50	1	(\$0.50)

Notes: NOTE: CompuCom submits to sell this line as 0.5% BELOW our cost.

Reference #

20811.0 - New Additional Products (Non-Specific) (Added at Signing)

Product Pool: New Additional Products (Non-Specific)(Added at Signing) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	Added	Unit Price	Qty.	Total
Brand	at	\$-1.50	1	(\$1.50)
	Signing			

Notes: NOTE: CompuCom submits to sell this line as 1.5% BELOW our cost.

Reference #

20811.0 - New Additional Products (Non-Specific) (True-ups)

Product Pool: New Additional Products (Non-Specific)(True-ups) FOR COMPLETE LIST OF PRODUCTS PLEASE REFER TO "PRODUCT LIST". PRICING APPLIES TO ALL PRODUCTS LISTED BUT NOT LIMITED TO

	(True-	Unit Price	Qty.	Total
Brand	ups)	\$-0.50	1	(\$0.50)

Notes: NOTE: CompuCom submits to sell this line as 0.5% BELOW our cost.

Reference #

Microsoft | Volume Licensing

Program Signature Form

MEA/MBSA number

SGN-

CA-Fsilver-CORIV41

Agreement number

01E73134

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, Customer can mean the signing entity, Enrolled Affiliate, Government Partner Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-02032
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Agreement Amendment	CTM / NEW
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) *	Microsoft Licensing, GP
County of Riverside	Signature
Signature *	Printed Name Mestis Felleke
Printed Name * INES MARK	Printed Title Program Manager, Compliance
Printed Title * PROCUREMENT CONTRACT SPECIALIST	Printed Title
Signature Date * 11/20/2011	Signature Date NOV 23 2011
	(date Microsoft Affiliate countersigns)

Microsoft | Volume Licensing

Enterprise Agreement
Amendment ID CTM

CA-Falvey-CORIV41

This amendment is entered into between the customer and Microsoft affiliate signing as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Agreement identified above "the agreement". The following terms and conditions amend the terms and conditions of the agreement identified above with respect to the customer identified below and its enrolled affiliates. This amendment provides changes in accordance with the requests of the County of Riverside and allows for a discount pursuant to the more than 200,000 desks currently participating under the County of Riverside Enterprise Agreement number 01E69633.

1. Section 2. e. of the Enterprise agreement is hereby amended and replaced in its entirety as follows:

e. Establishing price levels. Each product is assigned to one of the following pools: applications, systems or servers. An enrolled affiliate's prices are based on the "price level" for which it qualifies in each individual product pool. Price levels are established for enterprise products at Level D-7.5% and additional products at level D for all enrollments unless otherwise specified in an amendment to a specific enrollment.

Product pools from which an enterprise product has been ordered.

Generally, for each product pool from which an enrolled affiliate orders an enterprise product, the price level throughout the initial term of the enrollment for any enterprise products shall be D-7.5% and additional products ordered from that pool will be priced at level D-7.5% for the initial order at the time of enrollment. True-up pricing shall be D-7.5% for enterprise and additional products ordered at the time of enrollment.

When the user CALs are ordered, the price level for any enterprise products or additional products ordered from the server pool is established as follows:

- If the user CALs are ordered as part of the Platform, then that price level is set as provided in the general rule.
- If the user CALs are ordered in any other way, then that price level will be set based on the enrolled affiliate's initial number of qualified users.

Product pools from which no enterprise product has been ordered. For any product pool from which the enrolled affiliate does not order an enterprise product, the price level for additional products within that pool will be price level "D" throughout the term of the enrollment (including any renewals).

Renewal price levels. Generally, price levels for pools from which an enterprise product has been ordered will be level D-7.5% for Enterprise products and level D-7.5% for additional products at the initial order at the time of enrollment. True-up pricing shall be D-7.5% for enterprise and additional products ordered at the time of enrollment.

When renewing with the user CALs, the price level for any enterprise products or additional products ordered from the server pool is established as follows:

- If the user CALs are renewed as part of the platform, then that price level is reset as provided in the general rule.

Microsoft | Volume Licensing

Enterprise Agreement

State and Local

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

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This Microsoft Enterprise Agreement is entered into between the entities identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered into under this agreement,

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: <http://www.microsoft.com/licensing/contracts> and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number (Microsoft to complete)		Proposal ID/Framework ID	
Previous Enrollment number (Reseller to complete)	6639236	Earliest expiring previous Enrollment end date ¹	2/28/2013

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

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

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

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

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

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

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



Volume Licensing

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

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

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Enterprise Desktop with MDOP

Qualified Devices: 2250

Qualified Users: 1863

☒ **Enterprise Online Services¹**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	1863
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
☐ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☒ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	1863
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	2250
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	2250



Volume Licensing

Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number	01E73134	

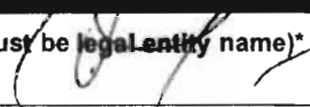
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-03621
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
EA Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	
Name of Entity (must be legal entity name)* Metropolitan Water District of SoCal	
Signature* 	
Printed First and Last Name* CUAUHTEMOL TORRES	
Printed Title* CONTRACTING SERVICES MANAGER	
Signature Date* 2/19/13	
Tax ID	

* indicates required field

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Prepared By: Name of Preparer

Email of Preparer

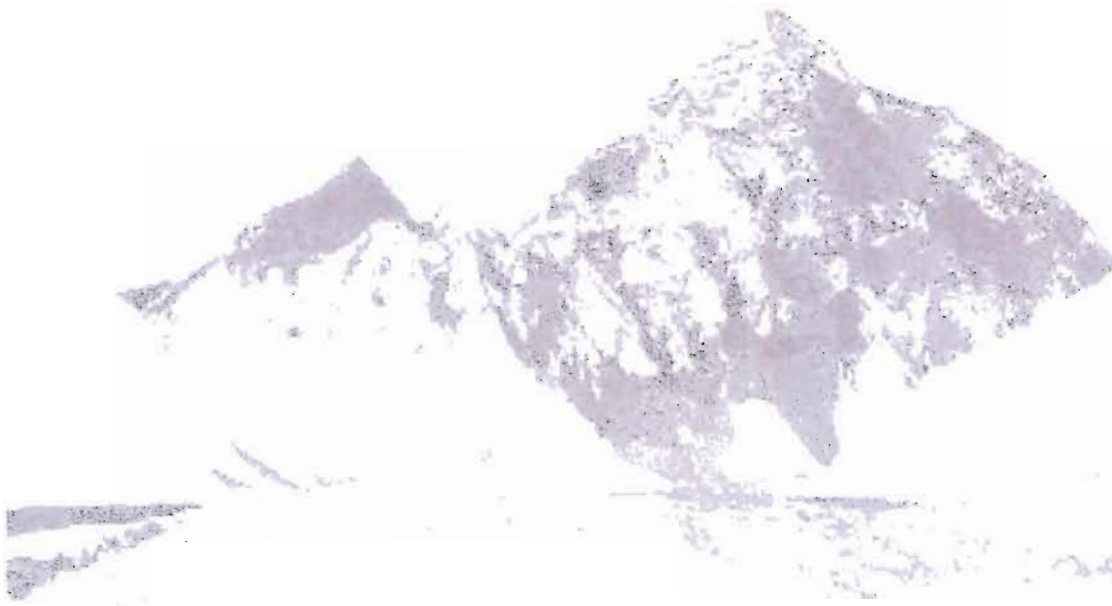


EXHIBIT D

CompuCom - software quote				
Quoted by Sam Andrews, CompuCom 3320 Data Drive, Suite 100 Rancho Cordova, CA 95670				
Phone 818-988-2195 sam.andrews@compucom.com				
Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.				
Quoted to:		LA Metro Water District		
		Ron Ardalan		
		rardalan@mwdh2o.com		
Date 1/16/2013		Final / Scenario #3 - Special Pricing		
		Sample - starting 2013 EA with all 1863 users on "E3" Office 365 Plan (year-1 only). Note - please note O365 is strictly "per user" - NOTE! Special Pricing offered by Microsoft requires all signed EA enrollment paperwork & PO submitted to CompuCom by February 11, 2013		
Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
		enterprise products		\$ -
				\$ -
2,250	K4U-00265	Windows Pro/Ent + MDOP Combo (SA) - Platform	\$ 34.55	\$ 77,737.50
1,863	U5J-00004	Enterprise CAL Bridge User CAL O365 (SA) - Platform	\$ 25.03	\$ 46,630.89
1,863	UT6-00005	Office 365 "E3" Plan ShrdSvr Subscription per User (special price to MWD)	\$ 142.80	\$ 266,036.40
				\$ -
		additional products		\$ -
2	395-02504	Exchange Server Enterprise (SA)	\$ 595.98	\$ 1,191.96
5	312-02257	Exchange Server Standard (SA)	\$ 104.10	\$ 520.50
2	B21-00364	MapPoint (SA)	\$ 40.24	\$ 80.48
19	076-01912	Project (SA)	\$ 96.10	\$ 1,825.90
21	H30-00238	Project Pro (SA) w/ 1 ProjectSvr CAL	\$ 160.18	\$ 3,363.78
45	H21-00591	Project Server CAL User CAL (SA)	\$ 28.55	\$ 1,284.75
1	H22-00475	Project Server (SA)	\$ 833.58	\$ 833.58
5	H04-00268	Sharepoint Server (SA)	\$ 1,000.31	\$ 5,001.55
386	B17-00171	Streets & Trips Win32 SA-Renewal	\$ 5.25	\$ 2,026.50
1	228-04433	SQL Server Standard Edtn Server (SA)	\$ 131.97	\$ 131.97
26	7NQ-00292	SQL Server Standard Core (SA) 2-core License - MWD states that 52 cores are in use, so renewing as 52 cores instead of 48	\$ 527.55	\$ 13,716.30
12	7JQ-00343	SQL Server Enterprise Core (SA) 2-core License - MWD states that 24 cores are in use, so renewing as 24 cores instead of 16	\$ 2,022.92	\$ 24,275.04

CompuCom - software quote				
Quoted by Sam Andrews, CompuCom 3320 Data Drive, Suite 100 Rancho Cordova, CA 95670				
Phone 818-988-2195 sam.andrews@compucom.com				
Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.				
Quoted to:		LA Metro Water District		
		Ron Ardalan		
		ardalan@mwdh2o.com		
Date 1/16/2013		Final / Scenario #3 - Special Pricing		
		Sample - starting 2013 EA with all 1863 users on "E3" Office 365 Plan (year-1 only). Note - please note O365 is strictly "per user" - NOTE! Special Pricing offered by Microsoft requires all signed EA enrollment paperwork & PO submitted to CompuCom by February 11, 2013		
Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
enterprise products				\$ -
2,250	K4U-00265	Windows Pro/Ent + MDOP Combo (SA) - Platform	\$ 34.55	\$ 77,737.50
1,863	U5J-00004	Enterprise CAL Bridge User CAL O365 (SA) - Platform	\$ 25.03	\$ 46,630.89
1,863	UT6-00005	Office 365 "E3" Plan ShrdSvr Subscription per User (special price to MWD)	\$ 142.80	\$ 266,036.40
additional products				\$ -
2	395-02504	Exchange Server Enterprise (SA)	\$ 595.98	\$ 1,191.96
5	312-02257	Exchange Server Standard (SA)	\$ 104.10	\$ 520.50
2	B21-00364	MapPoint (SA)	\$ 40.24	\$ 80.48
19	076-01912	Project (SA)	\$ 96.10	\$ 1,825.90
21	H30-00238	Project Pro (SA) w/ 1 ProjectSvr CAL	\$ 160.18	\$ 3,363.78
45	H21-00591	Project Server CAL User CAL (SA)	\$ 28.55	\$ 1,284.75
1	H22-00475	Project Server (SA)	\$ 833.58	\$ 833.58
5	H04-00268	Sharepoint Server (SA)	\$ 1,000.31	\$ 5,001.55
386	B17-00171	Streets & Trips Win32 SA-Renewal	\$ 5.25	\$ 2,026.50
1	228-04433	SQL Server Standard Edtn Server (SA)	\$ 131.97	\$ 131.97
26	7NQ-00292	SQL Server Standard Core (SA) 2-core License - MWD states that 52 cores are in use, so renewing as 52 cores instead of 48	\$ 527.55	\$ 13,716.30
12	7JQ-00343	SQL Server Enterprise Core (SA) 2-core License - MWD states that 24 cores are in use, so renewing as 24 cores instead of 16	\$ 2,022.92	\$ 24,275.04
112	T9L-00223	SystemCenter Standard Suite 2-Proc License (SA) note, for the 50 "SysCtr Enterprise Suite" licenses you owned, you were granted 100 "SysCtr Standard Suite" licenses - plus 12 you were entitled to from your other SysCtr server products)	\$ 129.78	\$ 14,535.36
1	T6L-00238	SystemCenter Datacenter Suite 2-Proc License (SA)	\$ 353.81	\$ 353.81
1	JT9-00014	TechNet Plus Direct (SA)	\$ 141.92	\$ 141.92
5	D86-01253	Visio Standard (SA)	\$ 42.53	\$ 212.65
48	D87-01159	Visio Professional (SA)	\$ 82.23	\$ 3,947.04
4	9ED-00073	Visual Studio Premium w/ MSDN (SA)	\$ 771.80	\$ 3,087.20
14	77D-00111	Visual Studio Pro w/ MSDN (SA)	\$ 276.29	\$ 3,868.06

40	8VC-01254	Windows RDS CAL (SA) User CAL	\$ 14.33	\$ 573.20
46	P71-07282	Windows Server Datacenter 2-Processor (SA) - Note, As of Nov 2012 you have 92 single-processor licenses, which converts cleanly to 46 2-processor licenses	\$ 707.62	\$ 32,550.52
36	P73-05898	Windows Server Standard (SA) - note, as of Nov 2012 you have 10 Windows Enterprise Servers; you are granted (2) Windows Standard Servers for each = 20 licenses, in addition to the 16 Windows Standard you own already.	\$ 129.78	\$ 4,672.08
				\$ -
				\$ -
		<i>* Please type "Electronic Software Delivery" on your PO!</i>		
	Product-total			\$ 508,598.94
	Sub-Total			\$ 508,598.94
8.75	Tax	<i>Customer elects ESD software delivery</i>		
	Shipping			No Charge
	Total	2013 Renewal of EA (annual price) - Special pricing requires that completed/signed EA enrollment documents and purchase order for 1st year's installment are to CompuCom by February 11, 2013	Annual Amount:	\$ 508,598.94
Prices good for 30 days				
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. CompuCom provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: CompuCom may receive incentive fees for public sector EA transactions.				

EXHIBIT E

Microsoft Volume Licensing

Product Use Rights

Worldwide English | January 2013

Microsoft Volume Licensing

Product Use Rights

Worldwide English | January 2013

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Introduction

USING THIS DOCUMENT

These Product Use Rights are an important part of the license between Microsoft and Microsoft Volume Licensing customers.



HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

The license terms that apply to your use of a given licensed product include the Universal License Terms, the General License Terms for the licensing model under which the product is licensed, and any Product-specific License Terms.

Universal License Terms

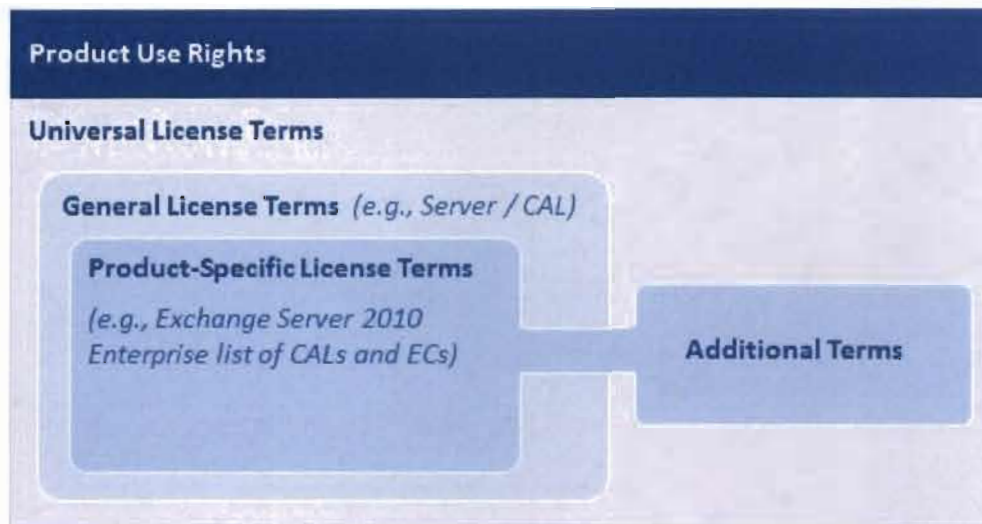
Universal License Terms apply to every product licensed through Microsoft Volume Licensing (except where specifically noted in the General License Terms and/or Product-Specific License Terms).

General License Terms

General License terms apply to all products licensed under a given model (except where specifically noted in the Product-Specific License Terms).

Product-Specific License Terms

Product-Specific License Terms apply specifically to the product or products under which they are listed.



LICENSING MODELS

There are ten different Licensing Models used for acquiring licensed products through Microsoft Volume Licensing:

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Desktop Applications • Desktop Operating Systems • Servers: Processor/CAL | <ul style="list-style-type: none"> • Servers: Server/CAL • Servers: Per Processor • Servers: Per Core • Management Servers | <ul style="list-style-type: none"> • Specialty Servers • Developer Tools • Online Services |
|---|--|---|

Note that some products may be available under more than one model. Also, some products use a combination of two or more models and are included in the Combined Licensing Models section after the sections for each model.

Notices

[Appendix 1](#) includes notices relevant to various products as noted in the Product-Specific terms.

Software Assurance Benefits

[Appendix 2](#) contains license terms that apply to Software Assurance benefits. The Microsoft Volume Licensing Product List describes these benefits.

Additional Software

[Appendix 3](#) includes the additional software for the listed server products.

PRIOR VERSIONS AND PRODUCTS NO LONGER AVAILABLE WORLDWIDE

These Product Use Rights cover the most recent version of Microsoft products. Earlier versions of this document containing license terms for earlier versions of products are available at <http://www.microsoftvolumelicensing.com/userights/PURRetired.aspx>. You will also find some archived versions of the Product Use Rights at <http://www.microsoftvolumelicensing.com/userights/PURArchive.aspx>. If you cannot find the version you need, please contact your account manager or reseller.

CLARIFICATIONS AND SUMMARY OF CHANGES

We designed these Product Use Rights to help you license and manage your use of Microsoft products. Below are recent additions, deletions and other changes to the Product Use Rights. Also listed below, as necessary, are clarifications of Microsoft licensing policy in response to common customer questions.

Additions	Deletions
• Data Loss Prevention	• Dynamics CRM Mobile
• Duet Enterprise Online for Microsoft SharePoint and SAP	• Forefront Protection 2010 for Exchange Server
• Exchange Online Protection	• Forefront Protection 2010 for SharePoint
• Microsoft Dynamics AX 2012 R2	• Forefront Security for Office Communications Server
• Project Online	• Forefront Threat Management Gateway 2010 Enterprise Edition
• Project Pro for Office 365	• Forefront Threat Management Gateway 2010 Standard Edition
• SQL Server 2012 Parallel Data Warehouse	• Forefront Threat Management Gateway Medium Business Edition
• SQL Server 2012 Parallel Data Warehouse Developer	• Forefront Threat Management Gateway Web Protection Services
• Visio Pro for Office 365	• Microsoft Dynamics AX 2012
• Windows Azure Active Directory Rights Management	• Microsoft Learning Solutions eLearning Library
• Yammer Enterprise	• Microsoft Learning Solutions Technical eLearning Course Collection
	• SQL Server 2008 R2 Parallel Data Warehouse Developer
	• Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition
	• Windows Embedded Device Manager 2011
	• Windows Intune (per device)
	• Windows Intune Add-on (per device)

Discontinued Products

If you are currently licensed for any of the below discontinued products, please see the October 2012 Product Use Rights for the license terms governing your continued use of such products under existing licenses and any additional licenses you acquire under the terms of your volume license agreement.

- Forefront Protection 2010 for Exchange Server
- Forefront Protection 2010 for SharePoint
- Forefront Security for Office Communications Server
- Windows Intune (per device)
- Windows Intune Add-on (per device)

Office Professional Plus Subscription

We renamed Office Professional Plus Subscription Office 365 ProPlus.

[Table of Contents](#) / [Universal Terms](#)

Universal License Terms

These license terms apply universally to your use of Microsoft software and online services licensed under your volume licensing agreement.

Definitions

Terms used in these Product Use Rights but not defined will have the definition provided in your volume licensing agreement. The following definitions also apply:

Additive CAL means a CAL that must be used on conjunction with a base CAL.

Additive External Connector License means an External Connector License that must be used in conjunction with a base External Connector License.

CAL means client access license. There are two kinds of CALs: user and device. A user CAL allows access to the server software from any device by one user. A device CAL allows access to the server software from one device by any user.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

Core Factor means a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

Core Infrastructure Server (CIS) software means the set of individual Microsoft products for which you are granted use, access or management rights under a particular edition of the CIS Suite license. CIS software includes the latest versions of those products made available during the term of your Software Assurance coverage (and any prior version).

Customer Data means all data, including all text, sound, or image files and software that are provided to us by, or on behalf of, you through your use of the online service.

Cycle Harvesting Node means a device that is not dedicated to running Clustered HPC Applications or job scheduling services for Clustered HPC Applications.

External Connector License means a license attached to a Server that permits access to the server software by External Users.

External Users means users that are not either your or your affiliates' employees, or your or your affiliates' onsite contractors or onsite agents.

Fleet Applications means software that uses MapPoint, and data from sensors used specifically with multiple vehicles to provide location information (such as GPS systems and triangulation devices).

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

High Performance Computing ("HPC") Workload means a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.

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

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

Licensed Server means the 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.

Location Lookup Transactions means transactions that identify the street address or intersection of streets. They include the raster or vector image depicting such location on a map, based on the user's search.

Management License means a license that permits management of one or more OSEs. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; a OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or ECAL) permits management of any OSE on one device.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

Map Transactions means transactions that involve a single raster or vector image depicting one of the following:

- a sensor-generated location to identify the location and scale of the raster or vector map, or
- a map for a pre-determined specified geographical area for use to display the vector image.

Non-Microsoft Product means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our online services or elsewhere.

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical 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 (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Qualifying Third Party Device means a device that is not controlled, directly or indirectly, by you or your affiliates (e.g., a third party's public kiosk).

Route Transactions means one or more of the following:

- text or voice driving directions from a single origin to a single destination, but not real time text or voice driving directions,
- the travel time and/or distance for all or any portion of such route, and/or
- a single raster or vector image or series of either depicting a map.

Running Instance means an Instance of software that is loaded into memory and for which one or more instructions have been executed. (You "Run an Instance" of software by loading it into memory and executing one or more of its instructions.) Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

SL means subscription license.

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:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

VDI Licensed Device means a device to which you assign a VDI suite license and from which you access and remotely use virtual Client OSEs.

VDI Host means a device on which you host virtual Client OSEs running software you access and remotely use from VDI Licensed Devices.

VDI Software means the Microsoft software for which you are granted use, access or management rights under the VDI Suite license.

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.

Virtual Processor means a processor in a virtual hardware system. Solely for licensing purposes under the Server: Per Processor licensing model, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

Web Workloads (also referred to as "Internet Web Solutions") are publicly accessible and consist solely of web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to your or your affiliates' employees.

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While the software is running, you may use its fonts to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

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The software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

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You may not share that instance to support any product that is not licensed with SQL Server Database.

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- You may copy maps and information from maps for your internal, noncommercial use.
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Bing Maps Desktop with Enhanced Content Pack

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You may use the software to cache results and provide map, route and location lookup transactions (See [Universal License Terms, Definitions](#)).

You may not integrate the software with a vehicle or any of its systems and functions. This includes systems or functions that influence or control vehicle behavior, such as vehicle speed, braking, suspension, fuel emissions, headlight, stability, or steering.

You may not connect the software to an external display screen installed or present in a vehicle.

- You may not manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.

You may not use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.

- You may not use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.

You may not use the software for the calculation of isochrones that are used and/or displayed on maps derived from the vector data in the software. Isochrones are a set of points that represent a similar driving time from or to a certain location.

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Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

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InfoPath 2013

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Lync 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, H.264/MPEG-4 and/or VC-1** (See [Appendix 1](#))

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Lync for Mac 2011

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MapPoint 2013 Fleet Edition

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USE OF MAPS

- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.
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- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.
- You may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.
- You may connect the Licensed Device to the systems of your vehicle only to receive power or use its audio system to output the software's voice-based guidance notifications.
- You may not use the software to interface with those vehicle systems in any other manner.

FLEET APPLICATIONS

You may use MapPoint with fleet applications (See [Universal License Terms, Definitions](#)) only if you license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

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MapPoint 2013 Standard Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

Introduction → Universal Terms → **Desktop Apps** → Desktop OS → Processor/CAL → Server/CAL → Per Processor → Per Core
 Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

USE OF MAPS

- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.
- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.
- You may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.
- You may connect the Licensed Device to the systems of your vehicle only to receive power or use its audio system to output the software's voice-based guidance notifications.
- You may not use the software to interface with those vehicle systems in any other manner.

FLEET APPLICATIONS

You may use MapPoint with fleet applications (See [Universal License Terms, Definitions](#)) only if you license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

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Office for Mac Standard 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Office Home & Student 2013 RT Commercial Use Rights

The license terms that apply to your use of this product are the following:

Additional Terms:

1. You must assign each license to a single device.
2. This license modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
3. If you acquire Office Home & Student 2013 RT commercial use rights under an Office Professional Plus, Office Standard or Office for Mac Standard license, you may permit the primary user of the Licensed Device to use a separately licensed copy of Office Home & Student 2013 RT as provided here.
4. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
5. Acquisition of the Office Home & Student 2013 RT commercial use rights does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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Office Multi Language Pack 2013

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Office Professional Plus 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, Bing Maps** (See [Appendix 1](#))

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Office Standard 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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OneNote 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Outlook 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Outlook for Mac 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

[Table of Contents](#) / [Universal Terms](#)

PowerPoint 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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PowerPoint for Mac 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Project 2013 Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Project 2013 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

[Table of Contents](#) / [Universal Terms](#)

Publisher 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

[Introduction](#) → [Universal Terms](#) → [Desktop Apps](#) → [Desktop OS](#) → [Processor/CAL](#) → [Server/CAL](#) → [Per Processor](#) → [Per Core](#)
[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

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Rental Rights for Office

The license terms that apply to your use of this product are the following.

Additional Terms:

1. Rental Rights modify your right to use qualifying software¹ under an existing license.
2. Rental Rights waive the prohibition against renting, leasing or lending the software.
3. You must permanently assign Rental Rights to each device on which you license the software, if you want to rent the device.
4. You must require users to accept license terms for the software in writing or electronically.
5. You must notify users that Microsoft offers no warranty to the software, will not defend users against any third party claims or be liable for any damages arising from use of the software.
6. In using the software under Rental Rights, you agree to indemnify, defend and hold Microsoft harmless, including attorneys' fees, for claims related use of qualifying software.
7. The software may not be used in a virtual environment.
8. The software may not be accessed remotely, except for technical support purposes using Remote Assistance or similar technologies.
9. Rental Rights expire with the underlying license, or upon reassignment of the underlying license or permanent failure of Licensed Device.

¹ See the Product List for qualifying software for Rental Rights.

[Table of Contents / Universal Terms](#)

Streets & Trips 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

USE OF MAPS

- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.
- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.

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Visio 2013 Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

[Table of Contents / Universal Terms](#)

Visio 2013 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

[Table of Contents / Universal Terms](#)

Word 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Word for Mac 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Licensed Device

"Primary user," for purposes of this section, means the user who uses the device more than 50% of the time in any 90 day period.

1. You must permanently assign each license to a single device.
2. You may install one copy of the software on the Licensed Device or within a local virtual hardware system on the Licensed Device.
3. You may use the software on up to two processors.
4. Local use is permitted for any user.
5. Remote use is permitted for the primary user of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
6. Only one user may access and use the software at a time.
7. Another user can access the software at the same time, using Remote Assistance or similar technologies, solely to provide technical support.
8. You may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
9. An unlimited number of connections are allowed for Key Management Services activation or similar technology.

VALIDATION

Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.

The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://windows.microsoft.com/en-US/windows/genuine/privacy-statement>.

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Microsoft may repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or check and remove malicious or unauthorized software known to be related to such unauthorized changes, or provide notices that the software is improperly licensed or a non-genuine Windows product, and you may receive reminders to obtain a properly licensed copy of the software, or need to follow Microsoft's instructions to be licensed to use the software and reactivate, and you may not be able to obtain certain updates or upgrades from Microsoft.

ICONS, IMAGES, AND SOUNDS

While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

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PRODUCT-SPECIFIC LICENSE TERMS

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Windows 8 Pro

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See Applicable Notices: **Data Transfer, H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

Additional Terms:

WINDOWS APPS

Windows apps are apps that are developed by Microsoft, included with Windows, and licensed to you under the Windows license terms. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=248238>, or for Windows apps that access Xbox services, the <http://xbox.com/legal/livetou>. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting <http://choice.live.com>.

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FOR WINDOWS 8, WINDOWS 8 K, WINDOWS 8 KN:

Windows 8 and Windows 8 K include Windows Media Player and related technologies identified by the Korean Fair Trade Commission (KFTC) and a link to the Windows Live Messenger Download. Windows 8 KN does not include Windows Media Player or related technologies identified by the KFTC. Please see the Microsoft Product List at <http://www.microsoft.com/licensing> for details about which language versions and media fulfillment options are available for each of these editions.

WINDOWS 8 K

The KFTC requires that the software contain links to a Media Player Center Web site and a Messenger Center Web site which has links to third party sites to enable you to download and install third party media players and instant messaging software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the software or content of any third party sites, any links contained in third party sites, or any changes or updates to the third party software or sites. The inclusion of any link on the Media Player Center Web site or Messenger Center Web site does not imply an endorsement by Microsoft of the third party software, the site or its contents.

WINDOWS 8 KN

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Additional Disclaimer of Warranties: Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the KFTC, despite anything to the contrary in your volume licensing agreement.

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Notice Regarding the Absence of Windows Media Functionality: The software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media

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Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147431>.

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8. The software may not be accessed remotely, except for technical support purposes using Remote Assistance or similar technologies.
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¹ See the Product List for qualifying software for Rental Rights.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)

CAL, External Connector License, HPC Workload, Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server, Server Farm, Virtual OSE and Web Workload

SERVER LICENSES

You have the rights below for each server you properly license.

1. You must assign each license to a single Server.
2. One license is required for every two Physical Processors on the Server.
3. For Standard licenses, you may use one Running Instance of server software in the Physical OSE and, for each license assigned, one Running Instance in up to two Virtual OSEs on the Licensed Server.
4. For Standard licenses, if all permitted Virtual OSE Instances are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.
5. For Datacenter licenses, the number of Virtual OSEs is unlimited, and use in the Physical OSE is not limited to hosting and management.
6. Provided that, prior to repartitioning, each hardware partition is fully licensed, and, subsequent to repartitioning, the total number of licenses and Physical Processors remains the same, license reassignment is permitted anytime (i) Physical Processors are reallocated from one licensed hardware partition to another, (ii) two or more partitions are created from one licensed hardware partition, or (iii) one partition is created from two or more licensed hardware partitions.
7. You may use additional software listed in [Appendix 3](#) in conjunction with your use of server software.
8. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

ACCESS LICENSES

1. You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
2. CALs or External Connector Licenses are required for access to server software.
3. CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
4. CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
5. CALs are not required to access server software running a Web or HPC Workload.
6. CALs not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.
7. Your CALs and External Connector Licenses only permit access to your Licensed Servers (not a third party's).

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING EXTERNAL CONNECTOR LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You may reassign External Connector Licenses for which you have active Software Assurance to any of your Servers located within the same Server Farm as often as needed. You may reassign External Connector Licenses from one Server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Validation

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information

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- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

Data Storage Technology

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

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PRODUCT-SPECIFIC LICENSE TERMS

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Windows Server 2012 Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See [Appendix 1](#))

License Mobility Within Server Farms: **Yes** (Available Only for External Connectors; See General License Terms)

External User Access: **CALs or External Connector**

BASE CALs

You need:

- Windows Server 2012 CAL, or
- Core CAL Suite¹, or
- Core CAL Bridge for Office 365¹, or
- Core CAL Bridge for Windows Intune¹, or
- Core CAL Bridge for Office 365 and Windows Intune¹, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

Product or Functionality:

List of CALs:

Microsoft Application Virtualization for Remote Desktop Services

- Windows Server 2012 Remote Desktop Services CAL

Windows Server 2012 Rights Management Services

- Windows Server 2012 Active Directory Rights Management Services CAL, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services

- Windows Server 2012 Remote Desktop Services CAL

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

functionality or other technology)

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:

List of External Connector Licenses:

Microsoft Application Virtualization for Remote Desktop Services	Windows Server 2012 Remote Desktop Services External Connector
Windows Server 2012 Rights Management Services	Windows Server 2012 Active Directory Rights Management Services External Connector
Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)	Windows Server 2012 Remote Desktop Services External Connector

Additional Terms:

DOWN-EDITION RIGHTS

You may Run an Instance of Windows Server Essentials, Standard or Enterprise (the same or any earlier version) in place of Datacenter in any of the OSEs.

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Windows Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See [Appendix 1](#))

License Mobility Within Server Farms: **Yes** (Available Only for External Connectors; See General License Terms)

External User Access: **CALs or External Connector**

BASE CALs

You need:

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Windows Intune¹, **or**
- Core CAL Bridge for Office 365 and Windows Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

Product or Functionality:

List of CALs:

Microsoft Application Virtualization for Remote Desktop Services	Windows Server 2012 Remote Desktop Services CAL
Windows Server 2012 Rights Management Services	- Windows Server 2012 Active Directory Rights Management Services CAL, or - Enterprise CAL Suite¹, or - Enterprise CAL Bridge for Office 365¹, or - Enterprise CAL Bridge for Windows Intune¹, or - Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date the software is first available for download through Volume Licensing

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Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)

- Windows Server 2012 Remote Desktop Services CAL

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:

List of External Connector Licenses:

Microsoft Application Virtualization for Remote Desktop Services

- Windows Server 2012 Remote Desktop Services External Connector

Windows Server 2012 Rights Management Services

- Windows Server 2012 Active Directory Rights Management Services External Connector

Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)

- Windows Server 2012 Remote Desktop Services External Connector

Additional Terms:

Downgrade Rights

You may Run an Instance of Windows Server Essentials or Enterprise (the same or any earlier version) in place of Standard in any of the OSEs.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

CAL, External Connector License, External User, Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server, Server Farm and Virtual OSE

SERVER LICENSES

You have the rights below for each license you acquire.

1. You must assign each license to a single Server.
2. For each license, you may use one Running Instance of server software on the Licensed Server in either a Physical or Virtual OSE.
3. You may use of additional software listed in [Appendix 3](#) in conjunction with your use of server software.

ACCESS LICENSES

1. Except as described here and noted in the Product-specific license terms, all server software access requires CALs.
2. Requirements for External User access vary by product, as noted in the Product-specific license terms.
3. Depending on the product and the functionality being accessed, External User access is permitted under CALs, External Connector Licenses or the software license assigned to the Server.
4. You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
5. CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
6. CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
7. Your CALs and External Connector Licenses permit access only to your Licensed Servers (not a third party's).

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING SERVER AND EXTERNAL CONNECTOR LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

For products designated as having License Mobility, you may reassign Server and External Connector Licenses to any of your Servers located within the same Server Farm as often as needed. Some products may require Software Assurance for these rights. You may reassign Server and External Connector Licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

[Table of Contents / Universal Terms](#)

PRODUCT-SPECIFIC LICENSE TERMS

[Table of Contents / Universal Terms](#)

Bing Maps Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following

Self-Hosting of Applications Allowed: **No**

Additional Software: **No**

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs**

BASE CALs

You need:

- Bing Maps Server CAL

Additional Terms:

USE OF CONTENT

- You may use the software to cache results and provide map, route and location lookup transactions. See [Universal License Terms, Definitions](#) for meanings of "map transactions", "route transactions" and "location lookup transactions."
- You may not:
 - integrate the software with a vehicle or any of its systems and functions. This includes systems or functions that influence or control vehicle behavior, such as vehicle speed, braking, suspension, fuel emissions, headlight, stability, or steering.
 - connect the software to an external display screen installed or present in a vehicle.
 - manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.
 - use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.
 - use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
 - use the software for the calculation of isochrones that are used and/or displayed on maps derived from the vector data in the software. Isochrones are a set for points that represent a similar driving time from or to a certain location.
 - sublicense or redistribute data or any other content available in the software.
 - use vector data for any purpose other than the display of such vector images.
 - use the software with another device that uses road network data locally if the road network data is not also available within the software.
 - use the data or any other content available in the software except in conjunction with the software.

ADDITIONAL DISCLAIMER OF LIABILITY

The information, content, and services included in or available through the software may include inaccuracies or typographical errors.

DISCLAIMER OF WARRANTY

Despite anything to the contrary in the terms and conditions of your volume licensing agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services, and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

TERM OF LICENSE

Despite anything to the contrary in your volume licensing agreement, your licenses for the software are non-perpetual. You may not access or use the software under your licenses after your subscription expires. We may also disable the software at that time.

[Table of Contents / Universal Terms](#)

Bing Maps Server with Enhanced Content Pack

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **No**

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs**

BASE CALs

You need:

- Bing Maps Server With Enhanced Content Pack CAL

Additional Terms:

Please refer to additional terms for Bing Maps Server above.

[Table of Contents / Universal Terms](#)

Business Intelligence Appliance 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **No**

License Mobility Within Server Farms: **No**

External User Access: **CALs**

BASE CALs

You need:

- SQL Server 2008 R2 CAL

And:

- SharePoint Server 2010 Standard CAL and SharePoint Server 2010 Enterprise CAL, **or**
- Core CAL Suite¹ and SharePoint Server 2010 Enterprise CAL, **or**
- Enterprise CAL Suite, **or**
- Enterprise CAL Bridge for Windows Intune², **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Government G3-G4 User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- SharePoint Online Plan 2G User SL

¹ with active Software Assurance coverage on April 1, 2010, or later

² with active Software Assurance coverage on March 1, 2011, or later

[Table of Contents / Universal Terms](#)

Exchange Server 2007 Standard for Small Business

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs**

BASE CALs

You need:

- Exchange Server 2007 Standard for Small Business CAL, **or**
- Windows Small Business Server 2008 CAL Suite, **or**
- Windows Small Business Server 2008 CAL Suite for Premium Users or Devices, **or**
- Windows Essential Business Server 2008 CAL Suite, **or**

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

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- Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices

ADDITIVE CALs

Additional Functionality:

- Unified Messaging and Compliance Functionality

Required Additive CAL:

- Exchange Server 2007 Enterprise CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may Run one Instance of the server software in one Physical or Virtual OSE on the Licensed Server at a time. The OSE in which the Instance of the server software Runs must be joined to a domain that has Active Directory configured as follows:

- A single Server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains,
- no child domains, and
- the sum of users and devices in the domain cannot exceed 75.

[Table of Contents / Universal Terms](#)

Exchange Server 2013 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs

You need:

- Exchange Server 2013 Standard CAL, **or**
- BackOffice CAL¹, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Windows Intune¹, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G1-G4 User SL¹ with active Software Assurance coverage on December 1, 2012, or later

ADDITIVE CALs

Additional Functionality:

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

Required Additive CAL:

- Exchange Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G3-G4 User SL¹ with active Software Assurance coverage on December 1, 2012, or later

Additional Terms:

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UNAUTHENTICATED ACCESS

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Lync Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

[Table of Contents](#) / [Universal Terms](#)

Exchange Server 2013 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs**You need:**

- Exchange Server 2013 Standard CAL, or
 - BackOffice CAL¹, or
 - Core CAL Suite¹, or
 - Core CAL Bridge for Windows Intune¹, or
 - Exchange Online Plan 1 User SL, or
 - Exchange Online Plan 1G User SL, or
 - Exchange Online Plan 2 User SL, or
 - Exchange Online Plan 2A User SL, or
 - Exchange Online Plan 2G User SL, or
 - Enterprise CAL Suite¹, or
 - Enterprise CAL Bridge for Windows Intune¹, or
 - Office 365 Enterprise E1-E4 User SL, or
 - Office 365 Academic A3-A4 User SL, or
 - Office 365 Government G1-G4 User SL, or
- ¹ with active Software Assurance coverage on December 1, 2012, or later

ADDITIVE CALs**Additional Functionality:**

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

Required Additive CAL:

- Exchange Server 2013 Enterprise CAL, or
 - Enterprise CAL Suite¹, or
 - Enterprise CAL Bridge for Windows Intune¹, or
 - Exchange Online Plan 2 User SL, or
 - Exchange Online Plan 2A User SL, or
 - Exchange Online Plan 2G User SL, or
 - Office 365 Enterprise E3-E4 User SL, or
 - Office 365 Academic A3-A4 User SL, or
 - Office 365 Government G3-G4 User SL
- ¹ with active Software Assurance coverage on December 1, 2012, or later

Additional Terms:**UNAUTHENTICATED ACCESS**

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Lync Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

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Forefront Identity Manager 2010 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

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Self-Hosting of Applications Allowed: **No**Additional Software: **Yes** (See [Appendix 3](#))License Mobility Within Server Farms: **Yes** (See General Terms)External User Access: **CALs or External Connector License****BASE CALs****You need:**

- Forefront Identity Manager 2010 R2 User CAL (*device CALs are not available*)

BASE EXTERNAL CONNECTORS

- Forefront Identity Manager 2010 R2 External Connector

Additional Terms:**CERTIFICATE AND IDENTITY MANAGEMENT**

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

SYNCHRONIZATION SERVICE

CALs are not required for users only using the FIM synchronization service.

[Table of Contents / Universal Terms](#)

Forefront Unified Access Gateway 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**Additional Software: **No**License Mobility Within Server Farms: **Yes** (See General Terms)External User Access: **CALs or External Connector License****BASE CALs****You need:**

- Forefront Unified Access Gateway 2010 CAL, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹

¹ with Active Software Assurance coverage and acquired prior to December 1, 2012

BASE EXTERNAL CONNECTORS

- Forefront Unified Access Gateway 2010 External Connector

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Lync Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**Additional Software: **Yes** (See [Appendix 3](#))License Mobility Within Server Farms: **Yes** (See General Terms)See Applicable Notices: **Recording Notice, VC-1** (See [Appendix 1](#))

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

External User Access: **Licensed with Server****BASE CALs****You need:**

- Lync Server 2013 Standard CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Windows Intune¹, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G1-G4 User SL

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- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Lync Plan 1 or 1G User SL, **or**
- Lync Plan 2, 2A or 2G User SL, **or**
- Lync Plan 3, 3A or 3G User SL, **or**

¹ with active Software Assurance coverage on December 1, 2012, or later

ADDITIVE CALs

Additional Functionality:

- Audio, Video and Web Conferencing
- Desktop Sharing
- Room Systems
- Multiple HD Video Streams

Required Additive CAL:

- Lync Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Lync Plan 2, 2A or 2G User SL, **or**
- Lync Plan 3, 3A or 3G User SL, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G1-G4 User SL, **or**
- Live Meeting Standard User SL, **or**
- Live Meeting Professional User SL

¹ with active Software Assurance coverage on December 1, 2012, or later

Additional Functionality:

- Voice Telephony
- Call Management

Required Additive CAL:

- Lync Server 2013 Plus CAL, **or**
- Lync Online Plan 3, 3A or 3G User SL, **or**
- Office 365 Enterprise E4 User SL, **or**
- Office 365 Academic A4 User SL, **or**
- Office 365 Government G4 User SL

Additional Terms:

UNAUTHENTICATED ACCESS

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Lync Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

[Table of Contents / Universal Terms](#)

Microsoft Dynamics AX 2012 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes**

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

External User Access: **Licensed with Server**

BASE CALs

Functionality:

- Self-Serve based limited access to Microsoft Dynamics AX Server 2012 R2

Required CAL:

- Microsoft Dynamics AX 2012 R2 Self-Serve CAL

ADDITIVE CALs

Additional Functionality:

- Task use limited access to Microsoft Dynamics AX Server

Required Additive CAL:

- Microsoft Dynamics AX 2012 R2 Task Use Additive CAL

2012 R2 (Additive to Self-Serve CAL)

Additional Functionality:

- Functional use limited access to Microsoft Dynamics AX Server 2012 R2 (Additive to Task Use CAL)

Required Additive CAL:

- Microsoft Dynamics AX 2012 R2 Functional Use Additive CAL

Additional Functionality:

- Enterprise use access to Microsoft Dynamics AX 2012 R2 (Additive to Functional Use CAL)

Required Additive CAL:

- Microsoft Dynamics AX 2012 R2 Enterprise Use Additive CAL

Additional Terms:**FAIL-OVER RIGHTS**

For any OSE in which you Run Instances of the server software, you may run up to the same number of passive fail-over Instances in a separate OSE for temporary support. You may Run the passive fail-over Instances on a Server other than the Licensed Server.

LICENSE MOBILITY – ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in “License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms” only under licenses with active Software Assurance.

[Table of Contents](#) / [Universal Terms](#)

Microsoft Dynamics CRM 2011 Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

See Applicable Notices: **Data Transfer, Bing Maps** (See [Appendix 1](#))

External User Access: **CALs or External Connector License**

BASE CALs**Functionality:**

- CRM API based limited access to Microsoft Dynamics CRM Server 2011 (Access through Microsoft Dynamics CRM 2011 clients is not allowed)

Required CAL:

- Microsoft Dynamics CRM 2011 Employee Self Service (ESS) CAL

ADDITIVE CALs**Additional Functionality:**

- Limited use access to Microsoft Dynamics CRM Server 2011 (additive to ESS CAL)

Required Additive CAL:

- Microsoft Dynamics CRM 2011 Limited Use Additive CAL

Additional Functionality:

- Full use access to Microsoft Dynamics CRM Server 2011 (additive to Limited Use Additive CAL)

Required Additive CAL:

- Microsoft Dynamics CRM 2011 Full Use Additive CAL

BASE EXTERNAL CONNECTORS**Functionality:**

- CRM API based limited access to Microsoft Dynamics CRM Server 2011 (Access through Microsoft Dynamics CRM 2011 clients is not allowed)

Required Base External Connector:

- Microsoft Dynamics CRM 2011 External Connector

ADDITIVE EXTERNAL CONNECTORS**Additional Functionality:**

- Limited use access to Microsoft Dynamics CRM Server 2011

Required Additive External Connector:

- None available (all users accessing additional functionality require the appropriate additive CAL)

Additional Functionality:

- Full use access to Microsoft Dynamics CRM Server 2011

Required Additive External Connector:

- None available (all users accessing additional functionality require the appropriate additive CAL)

[Table of Contents / Universal Terms](#)

Microsoft Office Audit and Control Management Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **Licensed with Server**

BASE CALs

There are no separate Microsoft Office Audit and Control Management Server 2013 CALs; the SharePoint Server 2013 Enterprise CAL provides you rights to access Microsoft Office Audit and Control Management Server 2013. Each SharePoint Server 2013 Enterprise CAL requires a SharePoint Server 2013 Standard CAL. You need the following to access Microsoft Office Audit and Control Management Server 2013:

- SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹ **or**
- Office 365 Plan E3 User SL, **or**
- Office 365 Plan E4 User SL, **or**
- SharePoint Online Plan 2 User SL

¹ with active Software Assurance coverage on December 1, 2012, or later

Additional Terms:

CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT

CALs are not required to access content, information, and applications that you make publicly available to users over the Internet (i.e., not restricted to Intranet or Extranet scenarios).

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

[Table of Contents / Universal Terms](#)

Project Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs**

BASE CALs

You need:

- Project Server 2013 CAL

Additional Terms:

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

[Table of Contents / Universal Terms](#)

SharePoint Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

License Mobility Within Server Farms: **Yes** (See General Terms)External User Access: **Licensed with Server****BASE CALs****You need:**

- SharePoint Server 2013 Standard CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Windows Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G1-G4 User SL, **or**

- SharePoint Online Plan 1 User SL, **or**
- SharePoint Online Plan 1G User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- SharePoint Online Plan 2G User SL

¹ with active Software Assurance coverage on December 1, 2012, or later**ADDITIVE CALs****Additional Functionality:**

- Business Connectivity Services Line of Business Webparts
- Office 2013 Business Connectivity Services Client Integration
- Access Services
- Enterprise Search
- E-discovery and Compliance
- InfoPath Forms Services
- Excel Services, PowerPivot, PowerView
- Visio Services
- PerformancePoint Services
- Custom Analytics Reports
- Advanced Charting

Required Additive CAL:

- SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Office 365 Government G3-G4 User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- SharePoint Online Plan 2G User SL

¹ with active Software Assurance coverage on December 1, 2012, or later**Additional Terms:****CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT**

CALs are not required to access content, information, and applications that you make publicly available to users over the Internet (i.e., not restricted to Intranet or Extranet scenarios).

LICENSE MOBILITY – ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in “License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms” only under licenses with active Software Assurance.

[Table of Contents / Universal Terms](#)**SQL Server 2008 R2 Small Business**

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following

Self-Hosting of Applications Allowed: **No**Additional Software: **Yes** (See [Appendix 3](#))License Mobility Within Server Farms: **No**External User Access: **CALs**Included Technologies: **Windows Software Components** (See [Universal License Terms](#))**BASE CALs****You need:**

- SQL Server 2008 R2 Small Business CAL, **or**
- SQL Server 2008 R2 CAL, **or**
- Windows Small Business Server 2011 Premium Add-on CAL Suite

Additional Terms:

FAIL-OVER RIGHTS

For any OSE in which you Run Instances of the server software, you may Run up to the same number of passive fail-over Instances in a separate OSE for temporary support. You may run the passive fail-over Instances on a Server other than the Licensed Server.

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may Run any number of Instances of the server software in one Physical or Virtual OSE on the Licensed Server at a time. The OSE in which Instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single Server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains.

You may not Run Instances of the server software, separately licensed or otherwise, at the same time in another OSE within the same domain. The sum of users and devices in the domain cannot exceed 75.

[Table of Contents / Universal Terms](#)

SQL Server 2012 Business Intelligence

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes**

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

External User Access: **CALs**

BASE CALs**You need:**

- SQL Server 2012 CAL

Additional Terms:**RUNNING INSTANCES OF THE SERVER SOFTWARE**

For each server license, software may be Run in only one Physical or Virtual OSE at a time, but you may use any number of Running Instances of the server software in that OSE.

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of the 2012 or any earlier version of Standard or any version of Workgroup or Small Business.

FAIL-OVER RIGHTS

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server for temporary support.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only for licenses with active Software Assurance.

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SQL Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes**

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

External User Access: **CALs**

BASE CALs

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

You need:

- SQL Server 2012 CAL

Additional Terms:**RUNNING INSTANCES OF THE SERVER SOFTWARE**

For each server license, software may be run in only one Physical or Virtual OSE at a time, but each you may use any number of Running Instances of the server software in that OSE.

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of any version of Workgroup or Small Business.

FAIL-OVER RIGHTS

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server for temporary support.

LICENSE MOBILITY – ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in “License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms” only for licenses with active Software Assurance.

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Visual Studio Team Foundation Server 2012 with SQL Server 2012 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs or External Connector License**

Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))

BASE CALs**You need:**

- Visual Studio Team Foundation Server 2012 CAL

ADDITIVE CALs**Additional Functionality:**

- Backlog and Sprint Planning Tools
- Request and Manage Feedback
- Test Case Management

Required Additive License (i.e. Additive CAL equivalent):

- Visual Studio Test Professional 2012 with MSDN, **or**
- Visual Studio Premium 2012 with MSDN, **or**
- Visual Studio Ultimate 2012 with MSDN

BASE EXTERNAL CONNECTORS

- Visual Studio Team Foundation Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS**Additional Functionality:**

- Backlog and Sprint Planning Tools
- Request and Manage Feedback
- Test Case Management

Required Additive External Connectors:

- None available (all users accessing additional functionality require the appropriate additive license above)

Additional Terms:**USAGE NOT REQUIRING A CLIENT ACCESS LICENSE**

A CAL is not required when a user enters a work item or views or edits that item. A CAL is also not required to use Team Foundation Server 2012 via the following interfaces for any other purpose: Team Foundation Server Web Access (Work Item Only View), Team Foundation Server Reporting, System Center Operations Manager, Feedback Client for TFS.

VISUAL STUDIO TEAM FOUNDATION SERVER BUILD SERVICES

If you have one or more Licensed Users of Visual Studio Ultimate with MSDN, Visual Studio Premium with MSDN, or Visual Studio Professional with MSDN, then you may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2012 Build Services by your Licensed Users and Licensed Devices of Team Foundation Server 2012.

LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2010

The software is accompanied by Microsoft SharePoint Foundation 2010 which is licensed to you under its own terms. A copy of those separate license terms are located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Team Foundation Server 2012\Licenses.

LICENSE MOBILITY – ASSIGNING SERVER AND EXTERNAL CONNECTOR LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server and External Connector licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

[Table of Contents](#) / [Universal Terms](#)

Windows MultiPoint Server 2012 Premium

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

License Mobility Within Server Farms: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice 1) (See [Appendix 1](#))

External User Access: **CALs**

BASE CALs**You need:**

- Windows MultiPoint Server 2012 CAL

And:

- Windows Server 2012 CAL, or
- Core CAL Suite¹, or
- Core CAL Bridge for Windows Intune¹, or
- Core CAL Bridge for Office 365¹, or
- Core CAL Bridge for Office 365 and Windows Intune¹, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date Windows Server 2012 is first available for download through Volume Licensing

ADDITIVE CALs**Product or Functionality:**

Windows Server 2012 Rights Management Services

List of CALs:

- Windows Server 2012 Active Directory Rights Management Services CAL, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after September 1, 2012

Additional Terms:**RUNNING INSTANCES OF THE SOFTWARE:**

You have the corresponding rights below for each server license you acquire and assign. You may run on the licensed server at any one time:

- One instance of the server software in the physical OSE¹, and
- One instance of the server software in one virtual OSE

¹ If you Run the maximum permitted number of Instances (physical and virtual), the Instance of the server software Running in the Physical OSE may be used only to host and manage Virtual OSEs.

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

ACCESS LICENSES

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

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>. If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

WINDOWS MULTIPoint SERVER 2012 CONNECTOR

You may install and use the Windows Server 2012 MultiPoint Connector software on any device that is licensed to access Windows Server 2012. You may use this software only to access the MultiPoint Server software. If you access the server software from this device solely to use the MultiPoint Dashboard you do not need a MultiPoint Server CAL.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

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Windows MultiPoint Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

External User Access: **CALs**

BASE CALs**You need:**

- Windows MultiPoint Server 2012 CAL

And:

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Windows Intune¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 and Windows Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Windows Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune¹

¹ with active Software Assurance on or after the date Windows Server 2012 is first available for download through Volume Licensing

ADDITIVE CALs**Product or Functionality:**

Windows Server 2012 Rights Management Services

List of CALs:

- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Enterprise CAL Suite¹, **or**

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

- Enterprise CAL Bridge for Office 365¹, or
 - Enterprise CAL Bridge for Windows Intune¹, or
 - Enterprise CAL Bridge for Office 365 and Windows Intune¹
- ¹ with active Software Assurance on or after September 1, 2012

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

You have the corresponding rights below for each server license you acquire and assign. You may run on the licensed server at any one time:

- One Instance of the server software in the Physical OSE¹, and
- One Instance of the server software in one Virtual OSE

¹ If you Run the maximum permitted number of Instances (physical and virtual), the Instance of the server software Running in the Physical OSE may be used only to host and manage Virtual OSEs.

ACCESS LICENSES

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

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>. If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

WINDOWS MULTIPoint SERVER 2012 CONNECTOR

You may install and use the Windows Server 2012 MultiPoint Connector software on any device that is licensed to access Windows Server 2012. You may use this software only to access the MultiPoint Server software. If you access the server software from this device solely to use the MultiPoint Dashboard you do not need a MultiPoint Server CAL.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

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Windows Small Business Server (SBS) 2011 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

See Applicable Notices: **Recording Notice, VC-1** (See [Appendix 1](#))

External User Access: **CALs**

BASE CALs

You need:

- Windows SBS 2011 CAL Suite

ADDITIVE CALs

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

Product or Functionality:**List of CALs:**

Windows Server 2008 R2 Rights Management Services

- Windows Server 2008 Rights Management Services CAL, **or**
 - Enterprise CAL Suite¹, **or**
 - Enterprise CAL Bridge for Office 365², **or**
 - Enterprise CAL Bridge for Windows Intune², **or**
 - Enterprise CAL Bridge for Office 365 and Windows Intune²
- ¹ with active Software Assurance coverage on February 1, 2008, or later
- ² with active Software Assurance coverage on March 1, 2011, or later

Windows Server 2008 Remote Desktop Services or Windows Server 2008 R2 for purposes of hosting a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology)

- Windows Server 2008 Terminal Services CAL, **or**
- Windows Server 2008 Remote Desktop Services CAL

Exchange Server Enterprise functionalities in the SBS 2011 Standard domain: Custom Retention Policies; Personal Archive; Voicemail; Information Protection and Compliance; Cross Mailbox Search; Legal Hold; Advance Mobile Policies, and Per User/Distribution List Journaling

- Exchange Server 2010 Enterprise CAL

Additional Terms:**INCLUDED MICROSOFT PROGRAMS**

SBS 2011 Standard software contains the following Microsoft programs:

- Windows Server 2008 R2 Standard technologies
- Exchange Server 2010 Standard
- Windows SharePoint Foundation 2010
- Windows Server Update Services 3.0 SP2

RUNNING INSTANCES OF THE SOFTWARE

You must run the server software within a domain where Active Directory is configured in the following way:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.
- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.
- Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

CLIENT ACCESS LICENSES (CALs)

You may assign no more than a total of 75 CALs of either type to permit access to the licensed instances of the server software.

The following exceptions to CAL requirements supersede and replace the anonymous access and server-to-server access exceptions to CAL requirements in the General License Terms:

- You do not need SBS CALs for any user or device that accesses your instances of the Windows Server 2008 R2 server software in SBS only through the Internet without being authenticated or otherwise individually identified by such Windows Server software or through any other means; however, any user or device that accesses an individual SBS product other than the Windows Server 2008 R2 software must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange.

- You do not need CALs for any of your servers separately licensed to run Windows Server 2008 R2 or Exchange Server 2010 to access instances of the same individual SBS product on your SBS 2011 licensed servers.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>. If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

Windows Small Business Server (SBS) 2011 Premium Add-on

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following.

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted**

External User Access: **CALs**

BASE CALs

You need:

- Windows SBS 2011 Premium Add-on CAL Suite

ADDITIVE CALs

Product or Functionality:

List of CALs:

Windows Server 2008 R2 Rights Management Services

- Windows Server 2008 Rights Management Services CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365², **or**
- Enterprise CAL Bridge for Windows Intune², **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune²

¹ with active Software Assurance coverage on February 1, 2008, or later

² with active Software Assurance coverage on March 1, 2011, or later

Windows Server 2008 Remote Desktop Services or Windows Server 2008 R2 for purposes of hosting a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology)

- Windows Server 2008 Terminal Services CAL, **or**
- Windows Server 2008 Remote Desktop Services CAL

Additional Terms:

INCLUDED MICROSOFT PROGRAMS

Windows Small Business Server 2011 Premium Add-on includes the following software: Windows Server 2008 R2 Standard technologies and SQL Server 2008 R2 Standard Edition for Small Business.

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → **Server/CAL** → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

Except as follows, you may use this software only with a validly licensed copy of Windows Small Business Server 2011 Standard ("SBS 2011 Standard") or Windows Small Business Server 2011 Essentials ("SBS 2011 Essentials"). You may also use this software with your licensed copies of Windows Small Business Server 2008 ("SBS 2008"), provided that your SBS 2008 users who access the software have been assigned licenses for the SBS 2011 Standard CAL Suite plus, in the case of users' access to the SQL Server 2008 R2 Standard Edition for Small Business component of the software, licenses for the SBS 2011 Premium Add-on CAL Suite.

RUNNING INSTANCES OF THE SOFTWARE

Windows Server 2008 R2 Standard technologies: You may run one instance of this server software in one physical or virtual OSE on one licensed server. This server software must be run in an OSE that is joined to an SBS domain.

The following exceptions apply to your use of the Windows Server 2008 R2 Standard technologies:

Windows Server 2008 R2 Standard technologies virtualization exception: If you elect to run the instance of this component in a virtual OSE, you may run one additional instance in the physical OSE on the same licensed server. That additional instance may be used only to run hardware virtualization software, provide hardware virtualization services, and/or run software to manage and service OSEs on the licensed server.

Windows Server 2008 R2 Standard technologies domain exception: When you run any permitted instance of this component in a physical OSE, that physical OSE does not need to be joined to the SBS domain so long as the instance is used only to run hardware virtualization software, provide hardware virtualization services, and/or run software to manage and service OSEs on the licensed server. That physical OSE cannot be joined to any other domain.

SQL Server 2008 R2 Standard Edition for Small Business. You may run any number of instances of SQL Server 2008 R2 Standard Edition for Small Business in a single physical or virtual OSE on the licensed server. This server software must be run in an OSE that is joined to an SBS domain. As an exception, you may run this software on a server other than the licensed server as long as that server is a licensed server for SBS 2011 Essentials or SBS 2011 Standard. For purposes of permitting access under your CALs under these license terms, the SBS 2011 Essentials or SBS 2011 Standard server is considered a "licensed server".

- **Fail-over Instances for SQL 2008 R2 Standard Edition for Small Business:** For any OSE in which you run instances of the SQL 2008 R2 for Small Business software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

CLIENT ACCESS LICENSES (CALs)

- Because the software can only be run in an SBS domain, the total number of CALs you assign in the SBS Essentials domain must be within the 25 account limit and the total number of CALs you assign in the SBS Standard domain must be within the SBS Standard 75 CAL limit.

The following exceptions to CAL requirements supersede and replace the anonymous access and server-to-server access exceptions to CAL requirements in the General License Terms:

- You do not need SBS 2011 Premium Add-on CAL Suite or SBS 2011 CAL Suite for any user or device that accesses your instances of the Windows Server 2008 R2 Standard technologies in the Premium Add-on only through the Internet without being authenticated or otherwise individually identified by such Windows Server 2008 R2 Standard technologies or through any other means; however, any user or device that accesses SQL Server 2008 R2 Standard Edition for Small Business must have corresponding CALs for that product.
- You do not need base CALs to access your instances of Windows Server 2008 R2 Standard technologies in the Premium Add-on software running in an SBS Essentials domain if you have a validly licensed copy of SBS 2011 Essentials. However, additive CALs are required as set forth in the Additive CALs table, and base CALs or another CAL corresponding to SQL Server 2008 R2 Standard Edition for Small Business are required when you access instances of that functionality running in an SBS Essentials domain.
- You do not need Windows Server CALs for any of your servers separately licensed to run Windows Server 2008 R2 when those servers are accessing instances of the Windows Server 2008 R2 software on the Premium Add-on licensed server. Further, you do not need Windows Server CALs for any of your servers separately licensed to run the Premium Add-on when those servers are accessing Windows Server 2008 R2 software within the SBS domain.
- You do not need CALs for any of your servers separately licensed to run SQL Server 2008 R2 Standard Edition for Small Business to access instances of the same individual product on your Premium Add-on licensed servers.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about

validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>. If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Instance, Licensed Server, OSE, Physical OSE, Physical Processor, Running Instances, Server Farm, Virtual OSE, and Virtual Processor

You have the rights below for each server you properly license.

Assigning the License(s) to a Server

Before you run instances of the server software on a Server, you must determine the number of licenses required and assign them to that Server.

DETERMINING THE NUMBER OF LICENSES REQUIRED

The number of licenses required is based on either the total number of Physical Processors on the Server (as described in Option 1 below) or the number of Virtual and Physical Processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, must follow Option 2.

Option 1: Unlimited Virtualization: Under this option, the number of licenses required for a Server equals the total number of Physical Processors on that Server. Counting and assigning licenses based on this option permits you to run the server software in one Physical and any number of Virtual Operating System Environments (or OSEs) without regard to the number of Physical and Virtual Processors used. This option is available to you only for enterprise editions of the software.

Option 2: Licensing based on Processors Used: Under this option, the total number of licenses required for a Server equals the sum of the licenses required under (A) and (B) below. This is the only option available to you for editions other than enterprise.

- A. 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.
- B. To run Instances of the server software in Virtual OSEs on a Server, you need a license for each Virtual Processor¹ 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.

¹For any given Virtual OSE 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.

ASSIGNING THE REQUIRED NUMBER OF LICENSES TO THE SERVER

After you determine the number of licenses you need for a Server, you must assign that number of licenses to that Server. That Server is the Licensed Server for all of those licenses. You may not assign the same license to more than one Server.

Running Instances of the Server Software

Your right to run the software depends on the option used to determine the number of licenses required.

Option 1: Unlimited Virtualization: If you assign to a server licenses equal to the total number of Physical Processors on the Server:

- You may run, at any one time, any number of Instances of the server software in one Physical and any number of Virtual OSEs on that Server.
- You do not need to license Virtual Processors.

Option 2: Licensing based on Processors Used: You may run, at any one time, any number of Instances of the server software in Physical and Virtual OSEs on the Licensed Server. However, the total number of Physical and Virtual Processors used by those OSEs cannot exceed the number of licenses assigned to that Server.

Running Instances of the Additional Software

You may run or otherwise use any number of Instances of the corresponding additional software listed in [Appendix 3](#) in Physical or Virtual OSEs on any number of devices. You may use those Instances only with the server software. Use of any Instance with the server software may be indirect, through other additional software, or direct.

License Mobility within Server Farms

The following applies to products designated as having License Mobility Rights in the Product-Specific License Terms section below:

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may determine the number of licenses you need, assign those licenses, and use the server software as provided above in these General License Terms. Alternatively, you may apply the use rights below.

LICENSE REASSIGNMENT

Within a Server Farm: You may reassign licenses to any of your Servers located within the same Server Farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to Servers located within the same Server Farm.

Across Server Farms: You may reassign licenses to any of your Servers located in different Server Farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

DETERMINING THE NUMBER OF LICENSES REQUIRED

Despite anything to the contrary in these General License Terms about how to count Virtual and Physical Processors, you need a number of licenses equal to or greater than the number of Physical Processors on Licensed Servers within a Server Farm at any one time supporting or used by OSEs in which Instances of the software are Running.

RUNNING INSTANCES OF THE SERVER SOFTWARE IN A SERVER FARM

For all Server Software Covered under License Mobility: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of OSEs within a Server Farm. The number of Physical Processors supporting or used by OSEs at any one time may not exceed the number of licenses assigned to Servers within the farm.

ALTERNATIVE METHOD OF COUNTING

Instead of counting the number of Physical Processors supporting Virtual OSEs, you may count the number of Virtual Processors being used by Virtual OSEs in which Instances are Running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying Physical Processors. You must assign a number of licenses equal to the sum of the greatest number of:

- Virtual Processors at any one time used by Virtual OSEs in which Instances of software are Running, and
- Physical Processors at any one time used by Physical OSEs in which Instances of software are running

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PRODUCT-SPECIFIC LICENSE TERMS

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BizTalk RFID 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:

OFFICE WEB COMPONENT

You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

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BizTalk Server 2010 Branch Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:**OFFICE WEB COMPONENT**

You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

LIMITATIONS ON USE

You may Run Instances of the software on Licensed Servers only at the endpoint of your internal network (or edge of your organization). You may do so to connect business events or transactions with activities processed at that endpoint. No Licensed Server may:

- 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.

[Table of Contents](#) / [Universal Terms](#)

BizTalk Server 2010 Enterprise Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:**OFFICE WEB COMPONENT**

You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

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BizTalk Server 2010 Standard Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

License Mobility Within Server Farms: **Yes** (See General Terms)

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:

OFFICE WEB COMPONENT

You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

NETWORKED CLUSTERS

The server software may not be used 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.

MASTER SECRET SERVER

The Master Secret Server software may not be used 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. It cannot be shared by more than one OSE in which you run the server software.

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Data Warehouse Appliance 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No** (See [Appendix 2](#))

Additional Software: **No**

See Applicable Notices: **No**

License Mobility Within Server Farms: **No**

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:**RUNNING INSTANCES OF THE SERVER SOFTWARE**

Despite anything to the contrary in the General License Terms, you need a license for each Physical Processor on the Server. The software is only available for Servers with two or more processors. You may Run Instances of the server software only on a Server with two or more processors. You may run the server software in one Physical and any number of Virtual OSEs without regard to the number of Physical and Virtual Processors used.

FAIL-OVER SERVERS

For any OSE in which you Run Instances of the server software, you may Run up to the same number of passive fail-over Instances in a separate OSE for temporary support. The number of Physical and Virtual Processors used in that separate OSE must not exceed the number of Physical and Virtual Processors used in the corresponding OSE in which the active Instances are Running. You may Run the passive fail-over Instances on a Server other than the Licensed Server.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Core Factor, Hardware Thread, Instance, Licensed Server, OSE, Physical Core, Physical OSE, Physical Processor, Running Instances, Server, Server Farm, Virtual Core, and Virtual OSE

You have the rights below for each server you properly license.

Server Licenses

1. You must assign each license to a single Server.
2. You may license by Physical Cores on a Server or by individual Virtual OSE.
3. You may use additional software listed in [Appendix 3](#) in conjunction with your use of server software.

LICENSING BY PHYSICAL CORE ON A SERVER

1. 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>.
2. You may use any number of Running Instances of the server software in the Physical OSE on the Licensed Server.
3. For enterprise and parallel data warehouse editions, you may use any number of Running Instances of the server software on the Licensed Server in a number of Physical and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional enterprise edition license that you assign, you may use Running Instances of the server software in one additional OSE on the Licensed Server.

LICENSING BY INDIVIDUAL OSE

1. The number of licenses required equals the number of Virtual Cores in each Virtual OSE in which you will Run the server software, subject to a minimum of four licenses per Virtual OSE.
2. If any Virtual Core is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread.
3. You may use any number of Running Instances of the software in any Virtual OSE for which you have assigned the required number of licenses.

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY – ASSIGNING CORE LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You may reassign licenses for which you have active Software Assurance coverage to any of your Servers located within the same Server Farm as often as needed. You may reassign licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

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SQL Server 2012 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes**

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Additional Terms:

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → Server/CAL → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of either the 2008 R2 version of Datacenter, the 2008 R2 or any earlier version of Enterprise, or the 2012 or any earlier version of Business Intelligence, Standard, Workgroup, or Small Business

FAIL-OVER SERVERS

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server for temporary support. However, if you license based on Physical Cores and the OSE in which you use the passive fail-over Running Instances is on a separate Server, the number of Physical Cores on the separate Server must not exceed the number of Physical Cores on the Licensed Server and the Core Factor for the Physical Processors in that Server must be the same or lower than the Core Factor for the Physical Processors in the Licensed Server. If you license by individual Virtual OSE, the number of Hardware Threads used in that separate OSE must not exceed the number of Hardware Threads used in the OSE in which the active Running Instances are used.

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SQL Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **Yes**

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Additional Terms:**DOWN-EDITION RIGHTS**

In place of any permitted instance, you may use an instance of either the 2008 R2 or earlier version of Standard, or any version of Workgroup or Small Business.

FAIL-OVER SERVERS

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server for temporary support. However, if you have licensed the server software based on Physical Cores and the OSE in which you use the passive fail-over Running Instances is on a separate Server, the number of Physical Cores on the separate Server must not exceed the number of Physical Cores on the Licensed Server and the Core Factor for the Physical Processors in that Server must be the same or lower than the Core Factor for the Physical Processors in the Licensed Server. If you license the server software by individual Virtual OSE, the number of Hardware Threads used in that separate OSE must not exceed the number of Hardware Threads used in the OSE in which the active Running Instances are used.

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SQL Server 2012 Parallel Data Warehouse

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

Included Technologies: **Windows Software Components** (See [Universal License Terms](#))

Additional Terms:**FAIL-OVER SERVERS**

The Parallel Data Warehouse (PDW) Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine (Virtual OSE). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. You do not need additional licenses for the software running in fail-over OSEs as executed by the PDW Appliance technology.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)

Instance, Licensed Server, Managing an OSE, OSE, Physical OSE, Running Instances, Server Farm and Virtual OSE

Management Licenses permit Management of OSEs by the corresponding version of the software or earlier versions. Management License version determines the version of applicable license terms (including use under downgrade rights notwithstanding terms to the contrary).

SERVER MANAGEMENT LICENSES:

You have the rights below for each Server you properly license.

1. Server Management Licenses are required for OSEs running server operating systems.
2. You must assign one license for every two processors on the managed Server.
3. The licenses assigned to the managed Server must be the same edition.
4. For standard edition licenses, you may use the software to Manage up to two OSEs per license on the managed Server.
5. For standard edition licenses, you may also Manage the Physical OSE on the managed Server if it is used solely to host and Manage a Virtual OSE.
6. For standard edition licenses, you may assign additional standard licenses to your managed Server and Manage two additional OSEs per license.
7. For datacenter edition licenses, you may use the software to Manage an unlimited number of OSEs on the managed Server.

CLIENT MANAGEMENT LICENSES:

1. Client Management Licenses are required for all other OSEs.
2. You may use the software to Manage your OSEs (number permitted and users and devices covered per license depends on license type assigned).
3. Management of an OSE accessed by more than one user requires an OSE Client Management License or User Client Management Licenses for each user.

MANAGEMENT LICENSES ARE NOT REQUIRED FOR:

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

NO COPYING OR DISTRIBUTING DATA SETS

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

WINDOWS AUTOMATED INSTALLATION KIT

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

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PRODUCT-SPECIFIC LICENSE TERMS

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Data Protection Manager 2010 for System Center Essentials

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **Yes**

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

CLIENT MANAGEMENT LICENSES

You need:

- System Center Essentials Plus 2010 Client Management License Suite¹

¹ acquired on or after July 1, 2010 or with active Software Assurance coverage on or after that date

SERVER MANAGEMENT LICENSES

You need:

- System Center Essentials Plus 2010 Server Management License Suite¹

¹ acquired on or after July 1, 2010 or with active Software Assurance coverage on or after that date

Additional Terms:

LIMITATIONS

1. The software must be run in conjunction with and in the same domain as Microsoft System Center Essentials.
2. You may use the server software to Manage up to a collective total of 50 OSEs running server operating system software and 500 OSEs running any other type of operating system software within the domain.
3. You may acquire only OSE client Management Licenses; user client Management Licenses are not available.
4. An OSE client Management License permits you to Manage any number of OSEs on the managed device, subject to the limitation that you not Manage OSEs running server operating systems.
5. An OSE server Management License permits you may Manage any number of OSEs on the managed server, subject to the limitation that you Manage only OSEs running server operating systems.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You may reassign server licenses (software licenses only, not management licenses) to any of your Servers located within the same Server Farm as often as needed. You may reassign these licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

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System Center 2012 Client Management Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))

CLIENT MANAGEMENT LICENSES

You need:

- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- System Center 2012 Client Management Suite (User or OSE Client ML)

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

¹ with active Software Assurance coverage on or after April 1, 2012

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System Center 2012 Configuration Manager

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))

CLIENT MANAGEMENT LICENSES

You need:

- Core CAL Suite¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- System Center 2012 Configuration Manager (User or OSE Client ML)

¹ with active Software Assurance coverage on or after April 1, 2012

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System Center 2012 Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

See Applicable Notices: **Data Transfer, Site Hierarchy – Geographical View** (See [Appendix 1](#))

Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:

- System Center 2012 Datacenter

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System Center 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))

See Applicable Notices: **Data Transfer, Site Hierarchy – Geographical View** (See [Appendix 1](#))

Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:

- System Center 2012 Standard

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System Center Essentials 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **Yes**

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

CLIENT MANAGEMENT LICENSES

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

You need:

- System Center Essentials 2010 Client Management License, **or**
- System Center Essentials Plus 2010 Client Management License Suite

SERVER MANAGEMENT LICENSES**Required Server Management Licenses:**

- System Center Essentials 2010 Server Management License, **or**
- System Center Essentials Plus 2010 Server Management License Suite

Additional Terms:**SERVER LICENSES**

1. You must assign each license to a single Server.
2. For each license, you may Run one Instance of the server software in one Physical or Virtual OSE on the Licensed Server.
3. You may use additional software listed in [Appendix 3](#) in conjunction with your use of server software.

MANAGEMENT LICENSES

1. You may only acquire OSE client Management Licenses; user client Management Licenses are not available.
2. An OSE client Management License permits you to Manage any number of OSEs on the managed device, subject to the limitation that you not Manage OSEs running server operating systems

LICENSE MOBILITY – ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You may reassign server licenses (software licenses only, not management licenses) to any of your Servers located within the same Server Farm as often as needed. You may reassign these licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

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System Center Essentials 2010 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **Yes**

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

Included Technologies: **SQL Server Technology** (See [Universal License Terms](#))

CLIENT MANAGEMENT LICENSES**You need:**

- System Center Essentials 2010 Client Management License, **or**
- System Center Essentials Plus 2010 Client Management License Suite

SERVER MANAGEMENT LICENSES**Required Server Management Licenses:**

- System Center Essentials 2010 Server Management License, **or**
- System Center Essentials Plus 2010 Server Management License Suite

Additional Terms:**SERVER LICENSES**

1. You must assign each license to a single Server.
2. For each license, you may Run one Instance of the server software in one Physical or Virtual OSE on the Licensed Server.
3. You may use additional software listed in [Appendix 3](#) in conjunction with your use of server software.

MANAGEMENT LICENSES

1. You may only acquire OSE client Management Licenses; user client Management Licenses are not available.
2. An OSE client Management License permits you to Manage any number of OSEs on the managed device, subject to the limitation that you not Manage OSEs running server operating systems.
3. An OSE server Management License permits you may Manage any number of OSEs on the managed Server, subject to the limitation that you Manage only OSEs running server operating systems.

[Introduction](#) → [Universal Terms](#) → [Desktop Apps](#) → [Desktop OS](#) → [Processor/CAL](#) → [Server/CAL](#) → [Per Processor](#) → [Per Core](#)

[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

- You may reassign server licenses (software licenses only, not management licenses) to any of your Servers located within the same Server Farm as often as needed. You may reassign these licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server Farm and Virtual OSE.

You have the rights below for each server license you acquire.

SERVER LICENSES

1. You must assign each license to a single Server.
2. For each license, you may use one Running Instance of server software on the Licensed Server in either a Physical or Virtual OSE.
3. You may use of additional software listed in [Appendix 3](#) in conjunction with your use of server software.

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

For products designated as having License Mobility, you may reassign licenses to any of your Servers located within the same Server Farm as often as needed. Some products may require Software Assurance for these rights. You may reassign licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

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PRODUCT-SPECIFIC LICENSE TERMS

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Forefront Identity Manager 2010 - Windows Live Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following.

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **No**

License Mobility Within Server Farms: **No**

Additional Terms:

You may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between your connected data sources and the Microsoft Passport Network / Windows Live ID service ("Service"). You may not use the software for any other purpose. For example, you may not use the software to synchronize or facilitate transfer of data from one of your connected data sources to another. Your use of the Service remains subject to any and all applicable terms of use and these rights do not change or supplement such terms.

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GeoSynth Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following.

Self-Hosting of Applications Allowed: **No**

Additional Software: **No**

See Applicable Notices: **No**

License Mobility Within Server Farms: **No**

Additional Terms:

Introduction → **Universal Terms** → Desktop Apps → Desktop OS → Processor/CAL → Server/CAL → Per Processor → Per Core

Mgmt Servers → **Specialty Servers** → Dev Tools → Online Services → Combined Models → Appendices → Product Index

ADDITIONAL DISCLAIMER OF LIABILITY

The information, content and services included in or available through the software may include inaccuracies or typographical errors.

DISCLAIMER OF WARRANTY

Despite anything to the contrary in the terms and conditions of your volume licensing agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

TERM OF LICENSE

Despite anything to the contrary in your volume licensing agreement, your licenses for the software are non-perpetual. You may not access or use the software under your licenses after your subscription expires. We may also disable the software at that time.

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Groove Server 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: No	Additional Software: No
See Applicable Notices: No	License Mobility Within Server Farms: Yes (See General Terms)

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Microsoft Dynamics CRM Workgroup Server 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: No	Additional Software: Yes (See Appendix 3)
See Applicable Notices: No	License Mobility Within Server Farms: No

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System Center Virtual Machine Manager 2008 R2 Workgroup Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: No	Self-Hosting of Applications Allowed: No
Additional Software: Yes (See Appendix 3)	

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Windows Server 2012 Essentials

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: No	Additional Software: Yes (See Appendix 3)
See Applicable Notices: Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software (Notice 1) (See Appendix 1)	License Mobility Within Server Farms: No

Additional Terms:

LIMITATIONS ON USE

You must run the server software within a domain where Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain, and
- to have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

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- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Windows Server 2012 Essentials Dashboard.
- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

USING THE SERVER SOFTWARE

You may install and use one copy of the server software on a licensed server. A User Account is a unique user name with its associated password created through the Windows Server 2012 Essentials Console. You may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SERVER 2012 ESSENTIALS CONNECTOR

You may install and use the Windows Server 2012 Essentials Connector software on no more than 50 devices at any one time. . You may use this software only with the server software.

WINDOWS SERVER 2012 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES ACCESS

You must acquire a Windows Server 2012 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2012 Active Directory Rights Management Services functionality.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>.

If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these Product Use Rights.

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)

Licensed User

You have the rights below for each license you acquire.

1. You must assign each license to a single user.
2. Each Licensed User may run an unlimited number of copies of the software and any prior version on any device.
3. For MSDN and TechNet subscriptions, the "software" means what is made available to your subscription level via MSDN and TechNet Subscriber Downloads.
4. The Licensed User may use the software for evaluation and to design, develop, test, and demonstrate your programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to your programs.
5. The software is not licensed for use in a production environment.
6. Additional rights provided in license terms included with the software are additive to these product use rights, provided that there is no conflict with these product use rights, except for superseding use terms outlined below.

Additional License Terms for MSDN Subscriptions

ACCEPTANCE TESTING AND FEEDBACK

Your end users may access the software to perform acceptance tests or to provide feedback on your programs.

SUPERSEDING USE TERMS

Your use of software development kits (SDKs), driver development kits (DDKs), feature packs, agents, remote tools, and patterns and practices releases that come with separate license terms is subject to those separate license terms.

WINDOWS SERVER 2012 REMOTE DESKTOP SERVICES

Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of your programs.

WINDOWS DESKTOP OPERATING SYSTEM

Notices, validation, and terms applicable to regional versions of Windows operating system under the Desktop Operating Systems Licensing Model are applicable to Windows desktop operating system when used under a MSDN subscription.

WINDOWS EMBEDDED PRODUCT

Windows Embedded is licensed under the terms that come with it, including any Microsoft's obligations related to defense of infringement and misappropriation claims, however each Licensed User may install and use an unlimited number of copies.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for Windows Software Components in the Universal License Terms.

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PRODUCT-SPECIFIC LICENSE TERMS

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Expression Encoder Pro 4

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **MPEG-2** (See [Appendix 1](#))

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Expression Studio 4 Ultimate

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, MPEG-2** (See [Appendix 1](#))

[Table of Contents](#) / [Universal Terms](#)

Expression Studio 4 Web Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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MSDN Operating Systems

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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SQL Server 2012 Parallel Data Warehouse Developer

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

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SQL Server 2012 Developer

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

DEMONSTRATION

In addition to the Licensed User, any person that has access to your internal network may install and use copies of the software to demonstrate use of your programs with the software.

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TechNet Subscriptions

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Additional Terms:

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INSTALLATION AND USE RIGHTS

The Licensed User may install copies of the software on your devices solely for evaluation. You may not use the software in a live operating environment, in a staging environment, in an application development environment.

OTHER EXECUTABLES

The software includes tools, utilities, resource kits, patches, updates, and training materials. The terms that appear with those other executables apply to your use of them.

DOCUMENTATION

You may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

DATA STORAGE TECHNOLOGY

The 32-bit version of Windows Server may include data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under these Product Use Rights.

WINDOWS DESKTOP OPERATING SYSTEM

Notices, validation, and terms applicable to regional versions of Windows operating system under the Desktop Operating Systems Licensing Model are applicable to Windows desktop operating system when used under a MSDN subscription.

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Visual Studio Premium 2012 with MSDN

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 1](#))

Included Technologies: **Windows Software Components and SQL Server Technology** (See [Universal License Terms](#))

Additional Terms:**BUILDSEVER.TXT FILE**

BuildServer Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. You may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=247624> to use for this same purpose.

UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft ASP.NET Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

OFFICE PROFESSIONAL PLUS 2013

The Licensed User may also install and use one copy of Office Professional Plus 2013 on one device for production use. Except as provided here, the Desktop Applications section of these Product Use Rights applies to the Licensed User's use of this software.

MICROSOFT SYSTEM CENTER VIRTUAL MACHINE MANAGER (SCVMM)

Visual Studio Premium with MSDN customers may install and run SCVMM with the Visual Studio Premium software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs. You do not need management licenses for that use. No other production use rights of SCVMM are given under this license, such as managing virtualized production servers.

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Visual Studio Professional 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 1](#))

Included Technologies: **Windows Software Components and SQL Server Technology** (See [Universal License Terms](#))

Additional Terms:

BUILDSEVER.TXT FILE

BuildServer Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. You may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=247624> to use for this same purpose.

UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft ASP.NET Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

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Visual Studio Professional 2012 with MSDN

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 1](#))

Included Technologies: **Windows Software Components and SQL Server Technology** (See [Universal License Terms](#))

Additional Terms:

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EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft ASP.NET Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to

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each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

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Visual Studio Test Professional 2012 with MSDN

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Included Technologies: **Windows Software Components and SQL Server Technology** (See [Universal License Terms](#))

Additional Terms:

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BuildServer Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. You may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=247624> to use for this same purpose.

UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft ASP.NET Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

SYSTEM CENTER – VIRTUAL MACHINE MANAGER (SCVMM)

Visual Studio Test Professional with MSDN customers may install and run SCVMM with the Visual Studio Test Professional software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs. You do not need management licenses for that use. No other production use rights of SCVMM are given under this license, such as managing virtualized production servers.

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Visual Studio Ultimate 2012 with MSDN

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See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 1](#))

Included Technologies: **Windows Software Components and SQL Server Technology** (See [Universal License Terms](#))

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UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=247624>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the

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software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft ASP.NET Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

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SYSTEM CENTER – VIRTUAL MACHINE MANAGER (SCVMM)

Visual Studio Ultimate with MSDN customers may install and run SCVMM with the Visual Studio Ultimate software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs. You do not need management licenses for that use. No other production use rights of SCVMM are given under this license, such as managing virtualized production servers.

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GENERAL LICENSE TERMS

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License Terms Updates

We may update these license terms from time to time. Changes to these license terms that we either introduce with updates or supplements to the online service or related software, are required by law to make, or do not materially affect your use of the online services will apply immediately. For any other changes, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these Product Use Rights or send you an email notice about the updates.

Online Service Updates

We may modify the functionality or features or update the online service and software from time to time. After an update, some previously available functionality or features may change or no longer be available. If we update the online service or software and you do not use the updated online service or software, some features may not be available to you and your use of the online service and software may be interrupted.

Suspension of an Online Service

ONLINE SERVICES SUSPENSION

We may suspend an online service in whole or in part in the following circumstances:

1. if we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
2. if reasonably necessary to prevent unauthorized access to Customer Data;
3. to the extent necessary to comply with legal requirements; or
4. if you do not abide by the Acceptable Use Policy section of the Online Services use rights or violate other terms of your volume licensing agreement.

OUR SUSPENSION PROMISE

Any suspension of an online service pursuant to this section shall apply to the minimum necessary portion of the online service and will only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

NOTICE OF SUSPENSION

We will provide advance notice before suspending an online service, except where we reasonably believe an immediate suspension is required. We will provide at least 30 days' notice before suspending an online service for non-payment.

OUR RIGHT TO TERMINATE THE ONLINE SERVICE

If you do not fully address the reasons for the suspension within 60 days after we suspend your online service, we may terminate your Subscription and reserve the right to delete your Customer Data without any retention period.

Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you may contact Microsoft and tell us whether to:

1. disable your account and then delete the Customer Data; or
2. retain your Customer Data stored in the online service in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

If you indicate (1), you will not be able to extract the Customer Data from your account. If you do not indicate (1) or (2), we will retain the Customer Data in accordance with (2).

Following the expiration of the retention period, we will disable your account and then delete your Customer Data. Cached or back-up copies will be purged within 30 days of the end of the retention period.

The online service may not support retention or extraction of software provided by you to run in the online service.

NO LIABILITY FOR DELETION OF CUSTOMER DATA

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return the Customer Data. You agree that we have no liability whatsoever for deletion of the Customer Data pursuant to these terms.

Availability of Online Service

Availability of the online service, some of its functionality, and language versions varies by country. End users may only use the online service, or certain functionality of online service, as is made available in the primary location of the end user. Information on availability is located at <http://www.microsoft.com/online/international-availability.aspx> or at an alternate site Microsoft identifies.

Responsibility for Your Accounts

You are responsible for all activities with your online service accounts including, if applicable, that of users you provision and dealings with third parties that take place through your accounts or associated accounts. You are also responsible for maintaining the confidentiality of any non-public authentication credentials (e.g., passwords) associated with your online services accounts. You must tell us right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the online service.

Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

MICROSOFT SOFTWARE LICENSE TERMS

You may install and use the software on your devices only for use with the online service. In some cases, the number of copies of the software you will be permitted to use or the number of devices on which you will be permitted to use the software will be limited as described in the product specific license terms for the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

AUTOMATIC UPDATES FOR MICROSOFT SOFTWARE

From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.

Use of Other Web Sites, Applications and Services

You may need to use certain Microsoft web sites or services to access and use the online services. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office Store or another Microsoft marketplace. If so, the terms of use associated with those web sites, applications or services, as applicable, apply to your use of them.

Third Party Content and Services

We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

Acquired Rights

You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We must notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

Your Customer Data

You may be able to submit Customer Data for use in connection with the online service. When you submit Customer Data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish, and modify the Customer Data;
- Publish your name in connection with the Customer Data; and
- Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of the Customer Data.

You agree to secure rights in your Customer Data necessary for us to provide you the online service without violating the rights of any third party, or otherwise obligating Microsoft to you or any third party. Microsoft does not and will not accept any obligations set forth in any separate license or other agreement that may apply to your Customer Data or use of the online service.

Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to Customer Data. We acquire no rights in Customer Data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to you through the Portal or other means. The use of this Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product. For your convenience, Microsoft may include charges for the Non-Microsoft Product as part of your bill for Microsoft's Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Products.

You are solely responsible for any Non-Microsoft Product that you install or use with the online service. We are not a party to and are not bound by any terms governing your use of any Non-Microsoft Product.

If you install or use any Non-Microsoft Product with the online service, then you, not Microsoft, direct and control the installation and use of it in the online services through your use of application programming interfaces and other technical means that are part of the online service. We will not run or make any copies of such Non-Microsoft Product outside of our relationship with you.

If you install or use any Non-Microsoft Product with the online service, you may not do so in any way that would subject our intellectual property or technology to obligations beyond those included in your volume licensing agreement.

Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the online service. By using the online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.

If you are an educational institution, you shall be responsible for any parental consent for any end users' use of the online service as may be required by applicable law.

See the online service's privacy statement for more information about how we may collect and use your information. A link to the policy is included with applicable products in the Product-Specific License Terms section below.

Our Use of Customer Data; Third Party Requests

Customer Data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

We will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for Customer Data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose Customer Data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited. You are responsible for responding to requests by a third party regarding your use of the online service, such as a request to take down content under the Digital Millennium Copyright Act.

Security of Customer Data

We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your Customer Data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of Customer Data; and
- in place of any confidentiality obligation contained in your volume licensing agreement or any other non-disclosure or confidentiality agreement.

See the Product-Specific License Terms section below for information on where to find the security overview for applicable online service.

Acceptable Use Policy

Neither you nor those that access the online service through you may use the online service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to use the online service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- to falsify any protocol or email header information (e.g., "spoofing");
- to spam or distribute malware;
- in a way that could harm the online service or impair anyone else's use of it; or
- for any high risk use (where failure or fault of the online service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

Regulatory

We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

Use for Evaluation Purposes

Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your volume licensing agreement.

Electronic Notices

We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

Limited Warranty

Despite terms to the contrary in your volume licensing agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service. If you have a Master Business and Services Agreement version 2010 or later, or have signed the Online Services Supplemental Terms and Conditions, those terms supersede the limitations in this subsection.

Compliance with Laws and Regulations

Microsoft will comply with all laws and regulations applicable to its provision of the online services including applicable security breach notification law, but not including any laws or regulations applicable to you or your industry that are not generally applicable to information technology services providers.

You will comply with all laws and regulations applicable to your Customer Data and use of the online services, including any laws and regulations applicable to you or your industry.

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PRODUCT-SPECIFIC LICENSE TERMS

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Bing Maps Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkId=248686>)

USER SLs

Required for each of your:

- Users authenticated by your programs that access the service or related software

Required SL:

- Bing Maps Professional User SL

SERVICE SLs

Number Required:

- One per enrollment or Open Value Agreement

Required SL:

- One Bing Maps Professional Services SL

ADD-ON SLs

When Required:

- For unauthenticated users to access the online service through your programs, based on the number of billable transactions per month

Required SL:

- Billable Transactions Add-on SL¹

¹ Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).

Additional Terms:

BING MAPS APIS

You may use all Bing Maps API's in accordance with the Microsoft Bing Maps Platform API's Terms of Use and Bing Maps Platform SDKs, including any successors there to, located here: <http://go.microsoft.com/fwlink/p/?LinkId=66121> and <http://go.microsoft.com/fwlink/p/?LinkId=223436>.

We may update the Bing Maps Platform API's Terms of Use from time to time. Changes to these license terms that we either introduce with updates to the Bing Maps Platform, are required by law to make, or do not materially affect your use of the Bing Maps Platform will apply immediately. For any other changes, your use of the Bing Maps Platform under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the Bing Maps Platform API's after we publish them here: <http://go.microsoft.com/fwlink/p/?LinkId=66121> or send you an email notice about the updates.

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Data Loss Prevention

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkId=212058&cid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users whose Customer Data¹ is processed by the online

Required SL:

- Enterprise CAL Suite (User or Device)², or

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service or related software.

¹ See [Universal License Terms, Definitions](#)

- Enterprise CAL Bridge for Office 365 (User or Device)², or
- Enterprise CAL Bridge for Windows Intune (User or Device)², or
- Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)², or
- Exchange Server 2013 Enterprise CAL (User or Device)²

² With active Software Assurance coverage. For customers who are licensed for the online service by Device, all users of the Licensed Device are licensed for the online service.

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Duet Enterprise Online for Microsoft SharePoint and SAP

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the service or related software

Required SL:

- Duet Enterprise Online User SL

Additional Terms:

DEFINITIONS

"Duet Enterprise Online for Microsoft SharePoint and SAP" means the provision by Microsoft of the Operating System Environment and physical hardware and equipment needed to host the Duet Enterprise product that you have licensed from a third party. Duet Enterprise Online does not include the Duet Enterprise product itself which you have licensed from a third party.

NON-MICROSOFT PRODUCTS

Duet Enterprise Online for Microsoft SharePoint and SAP is designed to allow you to connect to and use data from certain third party products. Such data and third party products are subject to the Non-Microsoft Products terms in the General License Terms.

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Dynamics CRM Online

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Bing Maps** (See [Appendix 1](#))

Security Overview: **Yes** (See <http://www.microsoft.com/download/en/details.aspx?id=15543>)

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=101172>)

Service Level Agreement: **Service Level Agreement: Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the online service or related software

Required SL:

- Dynamics CRM User SL, or
- Dynamics CRM User SL for Software Assurance

User SL for Software Assurance

You need:

- Dynamics CRM Online USL

Qualifying CAL:

- Dynamics CRM 4.0 Full Use Additive CAL, or
- Microsoft Dynamics CRM 2011 Full Use Additive CAL

ADD-ON SLs

When Required:

- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- Dynamics CRM Online Add on Extra Storage

When required:

Required SL:

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- For each one instance¹ of Dynamics CRM Online in excess of instance provided with User SLs
- Dynamics CRM Online Add on Extra Instance

¹ See [Universal License Terms, Definitions](#)

Additional Terms:

DATA

You are responsible for maintaining and backing-up any data that you use with the online service. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that you use with the online service. Upon termination or cancellation of the online service by you or us for any reason, we may delete your data permanently from our servers.

ASSOCIATED ACCOUNTS

Only you may use your Dynamics CRM Online account. However, we may allow you to set up additional member accounts that are dependent on your account (an "associated account"). We may limit associated accounts. You are responsible for all activity under your Dynamics CRM Online account, associated accounts and passwords. You are solely responsible for monitoring usage of your Dynamics CRM Online account and for any use or misuse of your Dynamics CRM Online account resulting from any associated account or any third party using any password or user name selected by or issued to you. If you are the authorized user of an associated account, then the person or entity that gave you access to Dynamics CRM Online (the account holder) has full control over your associated account. This control includes the right to end the Subscription for Dynamics CRM Online, close or alter your associated account at any time, and, in some cases, request and receive machine and Dynamics CRM Online usage information related to your associated account. This does not negate the need for a subscription license for each individual user.

INCIDENTAL CHARGES

The prices and rate plans for Dynamics CRM Online do not include any phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. You are responsible for all such incidental charges.

LIMITS ON SERVICE

We may establish limits on your use of Dynamics CRM Online. For example, we may limit the number and size of email messages that you may send or receive through Dynamics CRM Online, the number of Dynamics CRM Online accounts to which you may subscribe, the number of transactions you can conduct through Dynamics CRM Online, and the number of asynchronous transactions that can be executed with an organization.

USER SLs FOR SOFTWARE ASSURANCE

User SLs for Software Assurance may be acquired and assigned to users either:

- who have also been assigned a qualifying CAL with active Software Assurance coverage or
- who use a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned.

You may not assign User SLs for Software Assurance to more than one user at a time for any given qualifying device CAL. You must maintain active Software Assurance coverage on your qualifying CALs during the term of your User SL for Software Assurance. Your right to access the online service or related software under a User SL for Software Assurance expires on the earlier of:

- the lapse of Software Assurance coverage on your qualifying CAL or
- expiration of your User SL for Software Assurance.

A User SL for Software Assurance corresponding to a user CAL only may be (and must be) reassigned to another user, when and as the qualifying user CAL is reassigned. A User SL for Software Assurance corresponding to a device CAL may be reassigned to another user only when that new user uses a device that is assigned a qualifying device CAL with active Software Assurance coverage.

User SLs available for Software Assurance customers and their qualifying CALs are listed in the table above.

USE FOR EVALUATION PURPOSES

You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your Customer Data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your Customer Data pursuant to the foregoing terms.

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Exchange Hosted Encryption

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:

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<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

USER SLs

Required for each of your:

- Users whose Customer Data¹ is processed and stored by the online service or related software

¹ See [Universal License Terms, Definitions](#)

Required SL:

- Exchange Hosted Encryption User SL

Additional Terms:

LICENSE TERMS UPDATES

Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these Product Use Rights or send you an email about the updates.

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Exchange Online Archiving

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:

<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users whose Customer Data¹ is processed and stored by the online service or related software

¹ See [Universal License Terms, Definitions](#)

Required SL:

- Exchange Online Archiving User SL, **or**
- Exchange Online Archiving A User SL, **or**
- Exchange Online Archiving G User SL, **or**
- Enterprise CAL Suite (User or Device)², **or**
- Enterprise CAL Bridge for Office 365 (User or Device)², **or**
- Enterprise CAL Bridge for Windows Intune (User or Device)², **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)²

² with active Software Assurance coverage. Customers who are licensed for the online service by Device and have more than one mailbox per Licensed Device, must acquire separate User SLs (1:1) to cover those mailboxes.

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Exchange Online Kiosk

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:

<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the online service or related software

Required SL:

- Exchange Online Kiosk User SL, **or**
- Office 365 Enterprise K1 User SL, **or**
- Office 365 Enterprise K2 User SL, **or**
- Exchange Online Kiosk G User SL, **or**
- Office 365 Government K1G User SL, **or**
- Office 365 Government K2G User SL

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Exchange Online Plan 1

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the online service or related software.
Archiving may be used for messaging storage only.

Required SL:

- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Exchange Online Plan 1A User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Office 365 Academic A1-A4 User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Government G1-G4 User SL, **or**
- Office 365 Midsize Business User SL¹ with active Software Assurance coverage

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Exchange Online Plan 2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the online service or related software.
Archiving may be used for messaging storage only.

Required SL:

- Exchange Online Plan 2 User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Exchange Online Plan 2G User SL, **or**

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- Office 365 Government G3-G4 User SL¹ with active Software Assurance coverage

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Exchange Online Protection

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkId=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users whose Customer Data¹ is processed by the online service or related software

¹ See [Universal License Terms, Definitions](#)

Required SL:

- Exchange Online Protection User SL, **or**
- Exchange Online Protection A User SL, **or**
- Exchange Online Protection G User SL
- Enterprise CAL Suite (User or Device)², **or**
- Enterprise CAL Bridge for Office 365 (User or Device)², **or**
- Enterprise CAL Bridge for Windows Intune (User or Device)², **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)², **or**
- Exchange Server 2013 Enterprise CAL (User or Device)² with active Software Assurance coverage

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Forefront Online Protection for Exchange

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkId=101332>)

Security Overview: **Yes** (See <http://go.microsoft.com/fwlink/?LinkId=137325>)

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users whose Customer Data¹ is processed by the online service or related software

¹ See [Universal License Terms, Definitions](#)

Required SL:

- Forefront Online Protection for Exchange User SL, **or**
- Enterprise CAL Suite (User)², **or**
- Enterprise CAL Bridge for Office 365 (User)², **or**
- Enterprise CAL Bridge for Windows Intune (User)², **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (User)², **or**
- Exchange Server 2013 Enterprise CAL (User)², **or**
- Forefront Protection Suite (User)

² with active Software Assurance coverage and pertaining to service subscriptions initiated prior to March 1, 2013. Licenses and Software Assurance acquired by customers who have not been provisioned for the service prior to March 1, 2013 do not permit use of the service; however, those licenses and Software Assurance will permit use of the successor service, Exchange Online Protection.

DEVICE SLs

Required for each of your:

- Devices whose Customer Data¹ is processed by the online service or related software

Required SL:

- Forefront Online Protection for Exchange Device SL, **or**
- Enterprise CAL Suite (Device)², **or**
- Enterprise CAL Bridge for Office 365 (Device)², **or**
- Enterprise CAL Bridge for Windows Intune (Device)², **or**

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¹ See [Universal License Terms, Definitions](#)

- Enterprise CAL Bridge for Office 365 and Windows Intune (Device)², or
- Exchange Server 2013 Enterprise CAL (Device)², or
- Forefront Protection Suite (Device)

² with active Software Assurance coverage and pertaining to service subscriptions initiated prior to March 1, 2013. Licenses and Software Assurance acquired by customers who have not been provisioned for the service prior to March 1, 2013, do not permit use of the service; however, those licenses and Software Assurance will permit use of the successor service, Exchange Online Protection.

Additional Terms:

LICENSE TERMS UPDATES

Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these Product Use Rights or send you an email about the updates.

USE FOR EVALUATION PURPOSES

You may use the online service for a 30 day evaluation period.

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Groove Enterprise Services

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See <http://www.office.microsoft.com/en-us/products/FX101153391033.aspx>)

USER SLs

Required for each of your:

- Users that synchronize files and documents through the online service or related software

Required SL:

- Groove Enterprise Services User SL

DEVICE SLs

Required for each of your:

- Devices that synchronize files and documents through the online service or related software

Required SL:

- Groove Enterprise Services Device SL

Additional Terms:

SUBSTITUTION OF RELAY AND MANAGEMENT TECHNOLOGIES

We may substitute comparable software and files for the online service's ability to:

- synchronize across multiple clients using the relay service; and
- set policies and manage individual clients.

MONITORING OF RELAY DATA

We will not monitor, view, or edit your relay data that are processed or accessed by the online service, except:

- to provide or improve the online service; and
- as described in the Monitoring Your Use section above.

"Relay data" are your email, files, documents, and other data files that are processed or accessed by the online service.

HANDLING OF RELAY DATA

We will use the measures described at <http://www.groove.net/index.cfm?pagename=PrivacySoftware> to help secure your relay data processed or accessed by the online service. You agree that these measures are:

- our only responsibility with respect to the security and handling of relay data; and
- in place of any confidentiality obligation contained in your volume licensing agreement or any other non-disclosure agreement.

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Lync Online Plan 1

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Recording Notice, H.264/MPEG-4 AVC and/or VC-1**

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>

USER SLs

Required for each of your:

- Users who access the online service or related software.

Required SL:

- Lync Online Plan 1 User SL, **or**
 - Lync Online Plan 2 User SL, **or**
 - Office 365 Enterprise E1-E4 User SL, **or**
 - Lync Online Plan 1A User SL, **or**
 - Lync Online Plan 2A User SL, **or**
 - Office 365 Academic A1-A4 User SL, **or**
 - Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Lync Online Plan 1G User SL, **or**
 - Lync Online Plan 2G User SL, **or**
 - Office 365 Government G1-G4 User SL, **or**
 - Live Meeting Professional User SL, **or**
 - Live Meeting Standard User SL
- ¹ with active Software Assurance coverage

Additional Terms:

MICROSOFT SILVERLIGHT SOFTWARE

Lync 2010 includes Silverlight. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology.

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Lync Online Plan 2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Recording Notice, H.264/AVC, MPEG-4 AVC, and/or VC-1**

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>

USER SLs

Required for each of your:

Authenticated users who access the online service or related software. However,

- Users licensed for Lync Online Plan 1
- Users licensed for Lync Server Standard CAL
- Users licensed for Lync Server Enterprise CAL

do not need the required SLs to access the online service for purposes other than scheduling or conducting a web conference.

Required SL:

- Lync Online Plan 2 User SL, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- Lync Online Plan 2A User SL, **or**
- Office 365 Academic A1-A4 User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User

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- SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Lync Online Plan 2G User SL, **or**
 - Office 365 Government G1-G4 User SL, **or**
 - Office 365 Midsize Business User SL, **or**
 - Live Meeting Professional User SL, **or**
 - Live Meeting Standard User SL
- ¹ with active Software Assurance coverage

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Lync Online Plan 3

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Recording Notice, H.264/AVC, MPEG-4 AVC, and/or VC-1**

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

USER SLs

Required for each of your:

Users who access the online service or related software.

However,

- Users licensed for Lync Online Plan 1
- Users licensed for Lync Server Standard CAL
- Users licensed for Lync Server Enterprise CAL
- External users who are not authenticated

do not need the required SLs to access the online service for purposes other than (i) scheduling or conducting a web conference, or (ii) initiating a voice call through the public switched telephone network (PSTN).

Required SL:

- Lync Online Plan 3 User SL, **or**
- Office 365 Enterprise E4 User SL¹, **or**
- Lync Online Plan 3A User SL, **or**
- Office 365 Academic A4 User SL¹, **or**
- Core CAL Suite² with Office 365 Academic A4 User SL Add-on¹, **or**
- Enterprise CAL Suite² with Office 365 Academic A4 User SL Add-on¹, **or**
- Core CAL Suite² with Office Pro Plus² and Office 365 Academic A4 User SL Add-on¹, **or**
- Enterprise CAL Suite² with Office Pro Plus² and Office 365 Academic A4 User SL Add-on¹, **or**
- Office Pro Plus² with Office 365 Academic A4 User SL Add-on¹, **or**
- Lync Online Plan 3G User SL, **or**
- Office 365 Government G4 User SL¹

¹ Customers purchasing from countries other than the U.S. and U.K. receive Lync Online Plan 2 instead of Lync Online Plan 3

² with active Software Assurance coverage

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Microsoft Learning Solutions eReference Library

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

USER SLs

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Required for each of your:

- Users who access the online service or related software

Required SL:

- Microsoft Learning eReference Library User SL

Additional Terms:**DOCUMENTATION**

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

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Microsoft Learning Solutions IT Academy

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

SERVICE SLs**Number Required:**

- One appropriate Services SL per institution¹ based upon the number of full time students

¹ The term "institution" has the meaning given to it in your Campus Agreement or School Agreement.

Required SL:

- Microsoft Learning Solutions IT Academy Services SL

Additional Terms:**DOCUMENTATION**

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

[Table of Contents / Universal Terms](#)

Microsoft Mobile Access Service

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

USER SLs**Required for each of your:**

- Users who accesses the online service or related software, unless all of the devices from which users in your organization access the service and related software are Windows Mobile or Windows Phone devices. If all of the devices accessing the service and related software are Windows Mobile or Windows Phone devices, you do not need User SLs for any of the users in your organization.

Required SL:

- Microsoft Mobile Access Service User SL

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Office 365 ProPlus

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, Bing Maps** (See [Appendix 1](#))

Security Overview: **No**

Privacy Statement: **No**

Service Level Agreement: **No**

USER SLs**Required for each of your:**

- Users who access the online service or related software

Required SL:

- Office 365 ProPlus User SL, or
- Office 365 Enterprise E3-A4 User SL, or

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- Office Professional Plus A User SL, **or**
- Office 365 Academic A3-A4 User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Professional Plus G User SL, **or**
- Office 365 Government G3 User SL, **or**
- Office 365 Government G4 User SL, **or**
- Office 365 Midsize Business User SL

¹ with active Software Assurance coverage

Additional Terms:

INSTALLATION AND USE RIGHTS

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The Licensed User may also use the software activated by another user under a different User SL.
3. Each user may also use one of the five activations on a network server with the Remote Desktop Services (RDS) role enabled.*
4. You may allow other users to remotely access the software solely to provide support services.

* Please see the Product List for deployment options when using RDS.

ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

REQUIRED CONNECTION

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

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FONT COMPONENTS

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE

1. Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the user to whom you assign the user SL to use Office Home & Student 2013 RT as provided here during the term of your Office 365 ProPlus Subscription.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the Office 365 ProPlus license does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

[Table of Contents / Universal Terms](#)**Office Web Applications**

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs**Required for each of your:**

- Users who access the online service or related software. External users¹ invited to site collections via Share-by-Mail functionality do not need User SLs.

¹ See [Universal License Terms, Definitions](#)

Required SL:

- Office 365 Enterprise K2 User SL, **or**
 - Office 365 Enterprise E2-E4 User SL, **or**
 - Office 365 Academic A2-A4 User SL, **or**
 - Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
 - Office 365 Government K2G User SL, **or**
 - Office 365 Government G2-G4 User SL, **or**
 - Office 365 Midsize Business User SL
- ¹ with active Software Assurance coverage

[Table of Contents / Universal Terms](#)**Project Online**

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs**Required for each of your:**

- Users who access the service or related software

Required SL:

- Project Online User SL

Additional Terms:**SHAREPOINT ONLINE**

Your Project Online service requires the use of SharePoint Online Plan 2, which will be provisioned for you as part of the Project Online service. You may use such SharePoint Online Plan 2 service only in conjunction with your permitted use of Project Online, and only for the purpose of supporting the functionality for which you use Project Online. You have no other rights to use SharePoint Online Plan 2 under these license terms.

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Project Pro for Office 365

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Security Overview: **No**

Privacy Statement: **No**

Service Level Agreement: **No**

USER SLs

Required for each of your:

- Users who access the online service or related software

Required SL:

- Project Pro for Office 365 User SL, or
- Project Online with Project Pro for Office 365 User SL

Additional Terms:

INSTALLATION AND USE RIGHTS

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The Licensed User may also use the software activated by another user under a different User SL.
3. Each user may also use one of the five activations on a network server with the Remote Desktop Services (RDS) role enabled.*
4. You may allow other users to remotely access the software solely to provide support services.

* Please see the Product List for deployment options when using RDS.

FONT COMPONENTS

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

REQUIRED CONNECTION

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq>. Using the software, you consent to the transmission of the information described in this section.

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SharePoint Online Kiosk

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:

<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

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USER SLs**Required for each of your:**

- Authenticated users who access the online service or related software for "read only" access to view site content and "edit privileges" for browser based or InfoPath forms, and Office 365 Plan K2 Users who access the online service to create and edit Office documents. No other access and use of the service is permitted.

Required SL:

- Office 365 Enterprise K1 User SL, **or**
- Office 365 Plan K2 User SL, **or**
- Office 365 Government K1G User SL, **or**
- Office 365 Government K2G User SL

[Table of Contents / Universal Terms](#)**SharePoint Online Plan 1**

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs**Required for each of your:**

- Authenticated users who access the online service or related software. However, you may not access Infopath, Excel, Access, or Visio services. External users¹ invited to site collections via Share-by-Mail functionality do not need User SLs.

¹ See [Universal License Terms, Definitions](#)

Required SL:

- SharePoint Online Plan 1 User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- Office 365 Enterprise E1-E4 User SL, **or**
- SharePoint Online Plan 1A User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- Office 365 Academic A1-A4 User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- SharePoint Online Plan 1G User SL, **or**
- SharePoint Online Plan 2G User SL, **or**
- Office 365 Government G1-G4 User SL, **or**
- Office 365 Midsize Business User SL¹ with active Software Assurance coverage

ADD-ON SLs**When Required:**

- One for each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- SharePoint Online Extra Storage Add-on SL

[Table of Contents / Universal Terms](#)**SharePoint Online Plan 2**

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See the Office 365 Privacy & Security Supplement at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

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Required for each of your:

- Authenticated users who access the online service or related software. External users¹ invited to site collections via Share-by-Mail functionality do not need User SLs.

¹ See [Universal License Terms, Definitions](#)

Required SL:

- SharePoint Online Plan 2 User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- SharePoint Online Plan 2G User SL, **or**
- Office 365 Government G3-G4 User SL¹ with active Software Assurance coverage

ADD-ON SLs**When required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- SharePoint Online Extra Storage Add-on SL

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System Center Endpoint Protection

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer; Potentially Unwanted Software** (Notice II)
(See [Appendix 1](#))

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=223678>)

SERVER MANAGEMENT LICENSES**Required for each of your:**

- Servers¹ that access the online service or related software

Required Server Management Licenses:

- System Center 2012 Datacenter^{2, 3}, **or**
- System Center 2012 Standard^{2, 3}

¹ For purposes of this requirement, "Servers" are devices on which you run server operating systems.

² With active Software Assurance coverage.

³ In the number specified in the System Center 2012 Datacenter and Standard license terms in the Management Servers section of the Product Use Rights. For purposes of this statement, OSEs running server operating systems that access the online service or related software are "managed OSEs."

USER SLs**Required for each of your:**

- Users who access the online service or related software

Required SL:

- System Center Endpoint Protection User SL, **or**
- Core CAL Suite (User)¹, **or**
- Core CAL Bridge for Office 365 (User)¹, **or**
- Enterprise CAL Suite (User)¹, **or**
- Enterprise CAL Bridge for Office 365 (User)¹, **or**
- Forefront Protection Suite (User)

¹ with active Software Assurance coverage

DEVICE SLs**Required for each of your:****Required SL:**

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• Devices that access the online service or related software. Servers¹ that access the online service or related software require the appropriate MLs (see Server MLs above).

- System Center Endpoint Protection Device SL or
- Core CAL Suite (Device)², or
- Core CAL Bridge for Office 365 (Device)², or
- Enterprise CAL Suite (Device)², or
- Enterprise CAL Bridge for Office 365 (Device)², or
- Forefront Protection Suite (Device)

¹ For purposes of this requirement, "Servers" are devices on which you run server operating systems.

² with active Software Assurance coverage.

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs and Device SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the expiration of your SLs or Software Assurance coverage. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

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Translator API

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkId=74170>)

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

SERVICE SLs

Number Required:

- One or more for each enrollment

Required SL:

- Translator API Services SL

Additional Terms:

DEFINITIONS

"Application" means your software applications, websites or other interfaces that interact with the online service.

"Microsoft Translator API" means the Microsoft Translator application programming interface which delivers automatic translations into a specified language, and other language-related functionality.

LICENSES RIGHTS

You may:

- embed the Microsoft Translator API and associated content into the Application so that the Application can interface directly with the online service; and
- use the Microsoft Translator API to access the online service to present results from the online service on the Application.

ADDITIONAL LIMITATIONS

You may not:

- use the Microsoft Translator API or otherwise make the online service available directly or through an Application, which emulates the functionality of the Microsoft Translator API or is substantially similar to the Microsoft Translator API;
- access or link to the service from any location or source other than the Application (or in any manner except directly to users through the Application); or
- create from use of the online service or the Microsoft Translator API for patentable or patented material, any improvement and for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

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Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

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Visio Pro for Office 365

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following.

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Security Overview: **No**

Privacy Statement: **No**

Service Level Agreement: **No**

USER SLs**Required for each of your:**

- Users who access the online service or related software

Required SL:

- Visio Pro for Office 365 User SL

Additional Terms:**INSTALLATION AND USE RIGHTS**

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The Licensed User may also use the software activated by another user under a different User SL.
3. Each user may also use one of the five activations on a network server with the Remote Desktop Services (RDS) role enabled.*
4. You may allow other users to remotely access the software solely to provide support services.

* Please see the Product List for deployment options when using RDS.

FONT COMPONENTS

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

ONLINE SERVICE AND SOFTWARE UPGRADE:

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

REQUIRED CONNECTION

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

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Windows Azure Active Directory Rights Management

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Privacy Statement: **Yes** (See <http://www.microsoft.com/online/legal/?langid=en-us&docid=5>)

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs**Required for each of your:**

- Users who access the service or related software

Required SL:

- Office 365 Enterprise E3-E4 User SL, or
- Office 365 Academic A3-A4 User SL, or
- Office 365 Government G3-G4 User SL

[Table of Contents](#) / [Universal Terms](#)

Windows Azure Services

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer, H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video, and Potentially Unwanted Software Notice I** (relevant to Windows Server software) (See [Appendix 1](#))

Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/p/?LinkID=131004&cid=0x409>)

License Mobility Within Server Farms: **No**

Security Overview: **Yes** (See <http://go.microsoft.com/fwlink/?LinkId=160079>)

Service Level Agreement: **Yes** (See <http://www.windowsazure.com/en-us/support/sla/>)

ADD-ON SLs**When Required:**

- By electing to be provisioned for the online service, you are licensed to use it. Your right to use the online service is conditioned on the requirement that you pay us or your reseller, if applicable, usage fees as described in the Product List.

Required SL:

- Windows Azure Add-on SL

Additional Terms:

DEFINITIONS

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Windows Azure Services.

"End User" means any user of a Customer Solution, or any person you permit to access data stored on Microsoft systems.

"Previews" means preview, beta, or other pre-release versions of the online services offered by Microsoft to obtain customer feedback.

"Windows Azure Services" one or more of the Windows Azure Services and features licensed by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Windows Azure Marketplace (which is sold separately).

LICENSE RIGHTS

You may:

- run Customer Solutions for your own internal business purposes.
- sell, resell and redistribute Customer Solutions that are exclusively branded with a trademark or name controlled by your or your Affiliates. You may use third parties to sell, resell and redistribute Customer Solutions exclusively branded by you so long as you ensure that such third parties comply with the terms and conditions of your volume licensing agreement and you remain responsible for such third parties' compliance and payment for consumption and use of Windows Azure Services through Customer Solutions.

ADDITIONAL LIMITATIONS

You shall not:

- sell, resell or redistribute Customer Solutions that are not exclusively branded with a trademark or name controlled by you or your Affiliates.
- resell or redistribute the Windows Azure Services.
- use the Windows Azure Services to run or maintain applications on behalf of End Users (i.e., you may not simply act as an outsourcer for an End User's application).

ADDITIONAL WINDOWS AZURE SERVICES

From time to time, Microsoft may make available new Windows Azure Services and features. You will be notified of the price for such new service and features and you will only be charged to the extent you elect to use them.

PREVIEWS

We may make available Previews. PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," AND ARE EXCLUDED FROM THE SLAS AND LIMITED WARRANTY. Previews may be subject to reduced or different security and privacy commitments, as further explained in the Privacy Statement and any additional notices provided with the Preview. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into "General Availability."

RETIREMENT OF FEATURES

Microsoft reserves the right, when issuing a new release of a Windows Azure Service, to remove any existing feature or functionality. Microsoft will provide entity with 12 months prior notice before removing any material feature or functionality, unless security, legal or system performance considerations require an expedited retirement. This does not apply to beta, technical preview, or other pre-release features.

DATA RETENTION AFTER EXPIRATION OR TERMINATION

The expiration or termination of your online service subscription will not change your obligation to pay for hosting of your Customer Data during any retention period.

VIRTUAL MACHINES

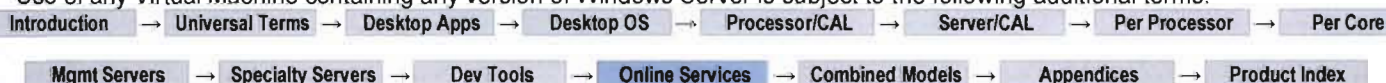
The Virtual Machine feature provides you with the ability to run a virtual server with one of several operating systems of your choice. You may upload your own Virtual Machine image or choose from pre-configured Virtual Machine images available from Microsoft or third parties.

You agree to secure the rights necessary to run all software (including the operating system) within your Virtual Machine. You are responsible for patching, configuring and maintaining the operating system and other software within your Virtual Machine. You may not disable, tamper with or otherwise attempt to circumvent any billing mechanism that tracks your hourly use of the Virtual Machine and the software contained therein.

Windows Azure may provide you with the option of running Windows Server and other Microsoft software in a Virtual Machine. You may use such software only within the Windows Azure online service and only in conjunction with your permitted use of any applicable Windows Azure role. You have no other rights under these license terms to run the software (e.g., you may not run copies on your on-premise servers unless you separately obtain the license to do so).

Windows Server

Use of any Virtual Machine containing any version of Windows Server is subject to the following additional terms:



Limitations on Use. You may not use the following functionality in the software:

- Remote Desktop Services
- Rights Management Services

Hosting. If you use the software to host a Customer Solution to be accessed or used by third parties, then that Customer Solution must consist of an application or service that is primarily owned, and not licensed, by you

Data Storage Technology. The server software includes data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these license terms.

Icons, images, sounds. While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

Data Transfer and Other Notices. The notices applicable to Windows Server, as identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts> and in [Appendix 1](#) apply to the use of Windows Server software under your Windows Azure licenses.

SQL Server

Use of SQL Server in a Virtual Machine is subject to "Windows Software Components," "Benchmark Testing" and "SQL Server Reporting Services Map Report Item" provisions in the Universal License Terms.

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Windows Intune (per user)

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Windows Intune Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=262214>)

Windows Intune Security Overview: **Yes** (See [http://download.microsoft.com/download/7/6/9/769E6AC2-0F41-4B46-9C48-F7DBBAD3FA20/Security in Windows Intune.pdf](http://download.microsoft.com/download/7/6/9/769E6AC2-0F41-4B46-9C48-F7DBBAD3FA20/Security%20in%20Windows%20Intune.pdf))

Windows Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?linkid=190175>)

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

Included Technologies: **Windows Software Components, SQL Server Reporting Services Map Report Item, SQL Server Technology** (See [Universal License Terms](#)) (relevant to Systems Center Configuration Manager software)

System Center Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=244334>)

System Center Endpoint Protection Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=223678>)

USER SLs

Required for each of your:

- Users that access the online service or related software

Required SL:

- Windows Intune User SL

ADD-ON SLs

When Required:

- For each one gigabyte of storage in excess of storage provided with the base subscription

Required SL:

- Windows Intune Extra Storage Add-on SL

Additional Terms:

Each user to whom you assign a User SL may access and use the online service and related software (including System Center software) to manage up to five devices at a time.

SYSTEM CENTER SOFTWARE:

These additional terms apply to the System Center software included with a User SL.

1. You may not copy or distribute any data set (or any portion of a data set) included in the software.
2. To prevent its unlicensed use, certain features of the System Center Endpoint Protection component of the online service may be disabled upon the expiration or termination of your subscription. If you renew your right to use the online service, we will provide you with the means to extend that date.
3. We may substitute comparable software and files for System Center Endpoint Protection's anti-virus and anti-spam software and signature and content filtering data files.

4. To the extent permitted by law, Microsoft may monitor your use of System Center Endpoint Protection and remove or disclose your information or materials in order to ensure your compliance with this agreement, satisfy any legal requirements or process, or protect Microsoft's rights or the rights of others.
5. The System Center software may include additional software which is identified by an accompanying notice. You may run or otherwise use any number of Instances of additional software in Physical or Virtual OSEs on any number of devices. You may use those Instances only with the software. Use of any Instance with the software may be indirect, through other additional software, or direct.

TERM OF LICENSE

Your right to use the software under a User SL license is non-perpetual; you may not access or use the software after your Windows Intune subscription ends.

THIRD PARTY SCRIPTS AND CODE

Third party scripts or code, linked to or referenced from an online service, are licensed to you by the third parties that own such code, not Microsoft.

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

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Windows Intune Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=262214>)

Windows Intune Security Overview: **Yes** (see [http://download.microsoft.com/download/7/6/9/769E6AC2-0F41-4B46-9C48-F7DBBAD3FA20/Security in Windows Intune.pdf](http://download.microsoft.com/download/7/6/9/769E6AC2-0F41-4B46-9C48-F7DBBAD3FA20/Security%20in%20Windows%20Intune.pdf))

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

System Center Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=244334>)

System Center Endpoint Protection Privacy Statement: **Yes** (See <http://go.microsoft.com/fwlink/?LinkID=223678>)

USER SLs

Required for each of your:

- Users that access the online service or related software

Required Licenses:

- Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection User SL plus, for each device from which the user is permitted to access the online service or related software, one of the following:
 - Core CAL Suite¹, or
 - Core CAL Bridge for Office 365¹, or
 - Enterprise CAL Suite¹, or
 - Enterprise CAL Bridge for Office 365¹, or
 - System Center 2012 Configuration Manager (User or OSE Client ML)

¹With active Software Assurance coverage

ADD-ON SLs

When Required:

- For each one gigabyte of storage in excess of storage provided with the base subscription

Required SL:

- Windows Intune Extra Storage Add-on SL

Additional Terms:

Each user to whom you assign a User SL may access and use the online service and related software (including System Center software) to manage up to five appropriately licensed devices (see "Required Licenses" above).

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Yammer Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → Server/CAL → Per Processor → Per Core
 Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

Yammer Privacy Statement: **Yes** (See <https://www.yammer.com/about/privacy>)

Security Overview: **Yes** (See <https://www.yammer.com/it/security/>)

Service Level Agreement: **Yes** (See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- Users who access the online service

Required SL:

- Yammer Enterprise User SL, **or**
- Office 365 Enterprise E1 – E4 User SL

Additional Terms:

OUR USE OF CUSTOMER DATA

Microsoft's use of Customer Data in the Yammer Enterprise-online service will be governed by the Yammer Privacy Statement at <https://www.yammer.com/about/privacy>.

CUSTOMER SUCCESS MANAGERS

Any services provided to you by a customer success manager shall not result in a transfer or assignment of intellectual property rights between the parties. Work product of customer success managers shall be owned by Microsoft and when provided to you will be deemed a part of the online services, which may be used by you pursuant to these terms.

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Combined Licensing Models

Core Infrastructure Server (CIS) Suite Datacenter	94	Virtual Desktop Infrastructure (VDI) Suite	95
Core Infrastructure Server (CIS) Suite Standard	95		

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GENERAL LICENSE TERMS

The product suites covered under this section include the rights to use multiple products. The licenses for these product suites provide rights to use software on a server and to manage software running on that server. The same software is also available under individual software and management licenses as described in other sections of these Product Use Rights. You are entitled to the use of the products included in the suite only as permitted in this section.

By acquiring a license for one of the product suites, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the individual products included in the product suite.

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

CAL, CIS Software, Client OSE, External Connector License, Instance, Licensed Server, Management License, Managing an OSE, OSE, Physical OSE, Physical Processor, Qualifying Third Party Device, Server, VDI Host, VDI Licensed Device, VDI Software and Virtual OSE

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PRODUCT-SPECIFIC LICENSE TERMS

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Core Infrastructure Server (CIS) Suite Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

APPLICABLE USE RIGHTS

Your 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. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software, one CIS Suite license is required for every two physical processors. You need to license each Physical Processor on each Server on which you Run CIS Software.

CIS SOFTWARE INCLUDED

- Windows Server Datacenter
- System Center Datacenter

Windows Server Datacenter: You may use any number of Running Instances of the Windows Server Datacenter in any number of OSEs on each Licensed Server.

Management Licenses: For purposes of applying the license terms for System Center Datacenter to your use of the CIS Software, you are deemed to have assigned to the licensed server System Center Datacenter licenses equal to the number of CIS Suite Datacenter licenses assigned to the server.

ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Product Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Product Use Rights.
- All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Use Rights, remain in full force and effect.

Core Infrastructure Server (CIS) Suite Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the set of individual Microsoft products comprising the CIS software as modified by these license terms. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software, one license is required for every two physical processors. You need to license each Physical Processor on each Server on which you run CIS Software.

CIS SOFTWARE INCLUDED

- Windows Server Standard
- System Center Standard

Windows Server Standard: For each license of CIS Suite Standard that you assign to a Server, you may Run on the Licensed Server, at any one time:

- One Instance of Windows Server Standard in one Physical OSE
- One Instance of Windows Server Standard each in up to two Virtual OSEs

If you use the maximum permitted number of Running Instances (physical and virtual), the Instance Running in the Physical OSE may be used only to host and manage the Virtual OSEs.

Management Licenses: For purposes of applying the license terms for System Center Standard to your use of the CIS software, you are deemed to have assigned to the licensed server System Center Standard licenses equal to the number of CIS Suite Standard licenses assigned to the server.

ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Product Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Product Use Rights.
- All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Use Rights, remain in full force and effect.

Virtual Desktop Infrastructure (VDI) Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

SUBSCRIPTION LICENSE

VDI suite licenses are subscription licenses. The right to use software under a subscription license expires upon expiration or termination of the enrollment or agreement under which you acquired the license. Despite anything to the contrary in your volume licensing agreement, your right to use or access software or Manage OSEs under a VDI suite license ends when that license expires.

ROAMING USE RIGHTS

Except as provided below, the single primary user of the VDI Licensed Device may remotely access the virtual Client OSEs from any Qualifying Third Party Device without acquiring a separate VDI suite license for that device. Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any enterprise products solely under Roaming Use Rights.

- When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.
- The limitations against accessing Windows Server software to host a graphical user interface (using RDS functionality or other technology) continue to apply when the Roaming Use Rights are invoked.
- You may not permit access to the virtual client OSEs from the VDI Licensed Device and a third party device at the same time.
- All access under the Roaming Use Rights must be for work-related purposes.

- The primary user's right to access the virtual Client OSEs under the Roaming Use Rights terminates when the corresponding rights on the VDI Licensed Device expire, there is a change in the primary user status or when the primary user leaves your organization. At that time, you must ensure that that user is no longer accessing the virtual Client OSEs under Roaming Use Rights.

APPLICABLE USE RIGHTS

Your access and use of VDI software and management of virtual Client OSEs accessed by your VDI Licensed Device are governed by the license terms for VDI software, as modified by these license terms. VDI suite licenses are per device only. The prohibition against separation of software components stated in your volume licensing agreement does not apply to your use of VDI software.

SOFTWARE RIGHTS

The VDI Suite provides rights to use or access any version of the following VDI software during the term of your enrollment or agreement:

- Windows Server Remote Desktop Services ("RDS")
- System Center – Virtual Machine Manager ("VMM")

REMOTE DESKTOP SERVICES

You may directly or indirectly access RDS from your VDI Licensed Device except as follows. You may not access Windows Server software to host a graphical user interface (using RDS functionality or other technology) either:

- directly from your VDI Licensed Device or
- indirectly through a virtual OSE on your VDI host.

Despite anything to the contrary in the license terms for Windows Server, you do not need an RDS CAL for either the VDI Licensed Device or the VDI host to permit this access. You must, however, acquire and assign a base Windows Server CAL to both devices or to the accessing user.

SYSTEM CENTER – VIRTUAL MACHINE MANAGER

You may use VMM under your VDI suite license to manage, at any one time, up to four virtual Client OSEs in which software you are using remotely from your VDI Licensed Device is running. Those virtual OSEs may be on up to four different VDI hosts. You may not manage OSEs that are not on VDI hosts.

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Appendix 1: Notices

BING MAPS

The software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

NOTICE OF AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER

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

NOTICE OF DATA TRANSFER

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software.

Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

By using these software features, you consent to the transmission of computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software.

NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO 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 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

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

POTENTIALLY UNWANTED SOFTWARE (NOTICE I)

If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

POTENTIALLY UNWANTED SOFTWARE (NOTICE II)

The software will search your computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The software will only remove or disable low to medium severity Potentially Unwanted Software if you agree. Removing or disabling this Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed this Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software.

By using the software, it is possible that you or the system will also remove or disable software that is not Potentially Unwanted Software.

RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

SITE HIERARCHY – GEOGRAPHICAL VIEW

The software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API"). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

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Appendix 2: Software Assurance Benefits

These benefits require Software Assurance coverage, and in some cases Software Assurance Membership. Please see the Product List for details and a complete list of Software Assurance benefits. Except as noted below, these benefits expire when your Software Assurance coverage ends.

Desktop Applications -- E-Learning

The Desktop Applications section of the Product Use Rights provides your license terms for eLearning Training Kits. However, you may not have more users than you have E-Learning licenses.

Microsoft Desktop Optimization Pack (MDOP) for Software Assurance

See Applicable Notices: Data Transfer, Potentially Unwanted Software (Notice II)

Active Windows Business or Professional Software Assurance coverage or an active Windows Virtual Desktop Access subscription license provides you with eligibility to acquire licenses for MDOP. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details. MDOP includes the following:

- Microsoft Application Virtualization for Windows Desktops (App-V)
- Microsoft Advanced Group Policy Management (AGPM)
- Microsoft Diagnostics and Recovery Toolset (DaRT)
- Microsoft System Center Desktop Error Monitoring (DEM)
- Microsoft Enterprise Desktop Virtualization (MED-V)
- Microsoft BitLocker Administration and Monitoring (MBAM)
- Microsoft User Experience Virtualization (UE-V)

If you invoke this benefit, you have the rights below for each MDOP for Software Assurance license you acquire. See [Universal License Terms, Definitions](#) for meanings of "Qualifying Third Party Device."

INSTALLATION AND USE RIGHTS

The "Licensed Device" is the device to which you have assigned your corresponding qualifying license (and Active Software Assurance coverage for the Windows Desktop Operating System, if applicable).

You may install and use the software on the Licensed Device. Some functionality in the software is designed to manage software on the Licensed Device. You may use that functionality on other devices solely to manage software running on the Licensed Device. You may also use the following components to manage software on servers within your domain, so long as the desktops within that domain are licensed for MDOP:

AGPM

DaRT

UE-V

REMOTE ACCESS

You may access and use the MDOP for Software Assurance software running on the Licensed Device remotely from another device as described below.

- **Primary user:** The single primary user of that device may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.
- **Non-primary users:** Any user may access and use the software remotely from a separately Licensed Device.
- **Remote assistance:** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

ROAMING USE RIGHTS

Except as provided below, the single primary user of the Licensed Device may use the MDOP for Software Assurance software on a Qualifying Third Party Device (See [Universal License Terms, Definitions](#)) to support permitted use or remote access of your licensed software on that Qualifying Third Party Device.

Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

These rights are granted subject to the limitation on the number of users in the "Primary User" section, and all use must be for work-related purposes.

Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → Server/CAL → Per Processor → Per Core

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index

The primary user's right to use the MDOP for Software Assurance software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the MDOP for Software Assurance software under the Roaming Use Rights.

BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the MDOP for Software Assurance software.

TERM OF LICENSE

You may not access or use the software after your corresponding Windows Software Assurance coverage, Windows Virtual Desktop Access subscription license or MDOP license expires.

Microsoft Dynamics AX – Localization and Updates

Microsoft provides updates to the licensed software from time to time, which include revisions to remain current with applicable government tax and regulatory requirements (please refer to 'Country Availability' section in the Product List for more details). You are eligible to receive these updates and use them on licensed servers and the CALs permitting access to those licensed servers provided you have active Software Assurance for the licensed server and CALs.

Office 2013, Project 2013 or Visio 2013 -- Roaming Use Rights

The Desktop Applications section of the Product Use Rights, as supplemented below, provides your license terms for use of the software under all editions of Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage. In the case of any conflict between the terms in the Desktop Applications section and this section, these license terms govern. These rights are granted subject to the limitation on the number of users in the General License Terms of the Desktop Applications section, and all use must be for work-related purposes.

USE OF SOFTWARE ON QUALIFYING THIRD PARTY DEVICE

Except as provided below, the single primary user of the Licensed Device may:

- remotely access the software running on your servers (e.g., in your datacenter) from a Qualifying Third Party Device,
- run the software in a virtual OSE on a Qualifying Third Party Device, and
- install and use the software on an USB drive on a Qualifying Third Party Device.

Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights (See [Universal License Terms, Definitions](#)).

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

You may not run the software in the physical OSE on the third party device under the Roaming Use Rights.

MAKING AND STORING COPIES ON YOUR SERVERS OR STORAGE MEDIA

You have the additional rights below for each of your Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage:

- You may make any number of copies of the software.
- You may store copies of the software on any of your servers or storage media.
- You may make and store copies of the software solely to exercise your right to access and use the software under your licenses as described above (e.g., you may not distribute copies of the software to third parties).

TERM OF LICENSE

The primary user's right to use the software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire, Software Assurance coverage expires or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the software under the Roaming Use Rights.

Despite anything to the contrary in your volume licensing agreement, these Roaming Use Rights are non-perpetual. You may not access or use the software under the license terms of this Roaming Use Rights section after your Software Assurance coverage expires.

Servers -- "Cold" Disaster Recovery Rights

For each instance of eligible server software you run in a physical or virtual OSE on a licensed server, you may temporarily run a backup instance in a physical or virtual OSE on a server dedicated to disaster recovery. The license terms for the software and the following limitations apply to your use of software on a disaster recovery server.

- The server must be turned off except for (i) limited software self-testing and patch management, or (ii) disaster recovery.
- The server may not be in the same cluster as the production server.

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- You may run the backup and production instances at the same time only while recovering the production instance from a disaster.
- Your right to run the backup instances ends when your Software Assurance coverage ends.

Servers -- License Mobility through Software Assurance

License Mobility through Software Assurance lets you move certain on-premise licenses covered by Software Assurance to third party shared servers subject to the terms below. See [Universal License Terms, Definitions](#) for meanings of "CALs," "manage," "OSEs," "server farm," and "virtual OSEs."

Applicable Products:

All Products that are currently eligible for "License Mobility within Server Farms" and covered by Software Assurance are eligible for License Mobility through Software Assurance. In addition, the following Products are also eligible for License Mobility through Software Assurance:

- SQL Server Standard -- Per Processor and Server/CAL (processor and server licenses only)
- System Center -- all Server Management Licenses (MLs), including SMSE and SMSD

Permitted Use:

With License Mobility through Software Assurance, you may:

- Move your licensed software from your servers to a third party's shared servers;
- Access your licensed software running on a third party's shared servers under the appropriate access licenses (the CALs and External Connector licenses identified in the license terms for the individual Products subject to the requirement that you maintain Software Assurance coverage on those licenses as described below, and the User and Device SLs identified in the license terms for the individual Products);
- Run your software in virtual OSEs on the third party's shared servers; and/or
- Manage your OSEs that you use on a third party's shared servers.

Use of Licensed Software with Microsoft Online Services:

Furthermore, solely in support of your joint use of (i) licensed software on a third party's shared servers and (ii) a separately licensed Microsoft Online Service, and despite anything to the contrary in "Use of Software with the Online Service" in the Online Services section of these Product Use Rights, your right to use software provided with that related Microsoft Online Service is deemed to extend to that third party's shared servers. Except as expressly provided here, your right to run such software on a third party's shared servers remains subject to the license terms for the Online Service, and expires upon the earlier of (i) the expiration of the corresponding Online Service subscription or (ii) your right to use licensed software on a third party's shared servers.

Requirements:

To use License Mobility through Software Assurance, you must:

- Maintain Software Assurance coverage for licenses under which you run software on shared third party servers;
- Maintain Software Assurance coverage for all CALs, External Connector licenses and Server Management Licenses under which you access your licensed software running on shared third party servers and manage the OSEs in which that software runs;
- Run your licensed software and manage your OSEs on third party shared servers solely for your use and benefit;
- Deploy your licenses only with Windows Azure Platform Services or qualified License Mobility through Software Assurance Partners. A list of qualified License Mobility through Software Assurance Partners is available at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>; and
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on their shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.

Your rights to run licensed software and manage OSEs on shared third party servers expires with the expiration of the Software Assurance coverage on those licenses.

You may move your licensed software from a third party's shared servers back to your servers or to another third party's shared servers, but not on a short term basis (not within 90 days of the last assignment). You may also move instances run or OSEs managed under a particular license from a third party's shared servers in one server farm to its shared servers in another server farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same license must be in the same server farm.

Use of software deployed by third parties on shared servers on your behalf remains subject to the terms and conditions of your license agreement. You agree that you will be responsible for third parties' actions with regard to software deployed and managed on your behalf.

The license terms applicable to the Product together with the License Mobility through Software Assurance terms govern its use. The License Mobility through Software Assurance terms supersede any conflicting license terms for a Product when License Mobility through Software Assurance is used. Generally, your rights to use the software on third party shared servers are the same as the use rights when you run the software on your servers. However, some Products, as outlined below, have different use rights for shared third party servers under License Mobility through Software Assurance:

PRODUCT LICENSING MODEL	PRODUCT OR PRODUCT TYPE	LICENSE	PERMITTED NUMBER OF OSEs PER LICENSE/PERMITTED NUMBER OF CORES PER LICENSE
Server/CAL	External Connector Licenses	Each External Connector license with active Software Assurance coverage	1 OSE per license
Server/CAL	SQL Server Enterprise	Each Server license with active Software Assurance coverage	1 OSE per license
Per-Processor	All eligible Products	Each Processor license with active Software Assurance coverage	1 OSE with up to 4 virtual processors per license
Per-Core	All eligible Products	Each Core license with active Software Assurance coverage	One virtual core (subject to the Product Use Rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center Server Management Licenses (versions prior to System Center 2012)	Each Server Management license with active Software Assurance coverage	1 Managed OSE per license
Management Servers	System Center Server Management Suites	Each SMSE or SMSD license with active Software Assurance coverage	4 Managed OSEs per License
Management Servers	System Center 2012 Standard	Each System Center 2012 Standard Server Management license with active Software Assurance coverage	2 Managed OSEs per license
Management Servers	System Center 2012 Datacenter	Each System Center 2012 Datacenter Server Management license with active Software Assurance coverage	8 Managed OSEs per license
Specialty Servers	HPC Pack Enterprise	Each Server license with active Software Assurance coverage	1 OSE per license

Servers -- Self-Hosted Applications

The following additional licensing requirements and/or use rights apply to Self-Hosted Applications.

Self-Hosted Applications include the products for which the Product-Specific License Terms that indicate "Self-Hosted Applications: Yes".

Despite any terms to the contrary in your volume licensing agreement including these Product Use Rights, you may run licensed copies of Self-Hosted Applications with your own software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below. A Unified Solution also includes any Self-Hosted Applications that interact with your software that is part of the Unified Solution.

REQUIREMENTS

You must have the required Microsoft licenses and maintain Software Assurance coverage for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access licenses used to make the Unified Solution available to external users (See [Universal License Terms, Definitions](#)).

All Microsoft software used to create and deliver the Unified Solution must:

- be licensed through a Volume License program that is subject to these license terms (e.g., Enterprise Agreement, Select Plus Agreement, Open License Agreement) and not any other (e.g., Services Provider License Agreement, Independent Software Vendor Royalty License and Distribution Agreement); and
- be marked as 'Yes' for 'Self Hosting of Applications Allowed' in these license terms

Your software must:

- add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies are not a primary service and/or application of a Unified Solution);
- be the principal service and/or application, and sole point of access, to the Unified Solution;
- be delivered over the Internet or a private network from your datacenter to end users. The Self-Hosted Applications component may not be loaded onto the end user's device; and
- be owned, not licensed, by you, except that your software may include non-substantive third party software that is embedded in, and operates in support of, your software.

All use of the Self-Hosted Applications remains governed by the license terms for those products. You may not transfer licenses acquired under your volume licensing agreement except as permitted in that agreement.

CHANGES TO USE RIGHTS

Despite the terms of your volume licensing agreement, we may modify or discontinue the above use rights at any time. However, if we do so, these use rights continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change.

Servers -- System Center Advisor

Privacy Statement: **Yes** (<http://go.microsoft.com/fwlink/?LinkID=195849>)

Security Overview: **Yes** (<http://go.microsoft.com/fwlink/?LinkID=195849>)

You may use the System Center Advisor online service to manage:

- a. your OSEs in which instances of qualifying server software run, provided those instances are run under licenses for which you have active Software Assurance coverage. "Qualifying server software" means the server products identified in the Product List as being eligible for the System Center Advisor benefit.
- b. your OSEs covered by qualifying Management Licenses for which you have active Software Assurance coverage. "Qualifying Management Licenses" means the Management Licenses identified in the Product List as being eligible for the System Center Advisor Benefit.

Your use of the online service is subject to the Online Services General License Terms in these Product Use Rights and the license terms below. In the event of any conflict between the Online Services General License Terms and the license terms below, the license terms below govern. Your right to use the online service to manage OSEs expires when the corresponding Software Assurance coverage on the qualifying server software licenses or Management Licenses expires.

The System Center Advisor online service is intended to facilitate configuration, security, and compliance activities conducted by your organization. It should not replace advice from your organization's IT professionals, auditors, accountants, attorneys, and other security or compliance professionals and does not verify or guarantee fulfillment of your organization's security or compliance obligations.

CONFIGURATION AND ALERTS DATA RETENTION POLICY

During your subscription or trial, the online service will only store your configuration data for 60 days. This means through your access to the online service portal you can view configuration and alerts data generated during the most recent 60 days. Older data will be deleted daily and cannot be restored by Microsoft or you.

ONLINE SERVICE EXPIRATION OR TERMINATION

Upon expiration or termination of your online service subscription, or expiration of the free trial period, the following policy will regulate the data associated with the account:

- Customer data will be stored for a "grace period" of 30 days after the expiration of the free trial period. During this period, you can promote the account to full service by entering an Software Assurance contract number without losing data. Any Customer Data will be deleted and won't be available for recovery after the grace period expires.
- Customer data will be stored for a "grace period" of 90 days after the expiration of the Software Assurance contract specified as proof of eligibility for full service. During this period, you can restore the account to full service without losing data by entering another Software Assurance contract number with expiration set for a future date. Any Customer Data will be deleted and will not be available for recovery after this grace period expires.

No Liability for Deletion of Customer Data. You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return the Customer Data. You agree that we have no liability whatsoever for deletion of the Customer Data pursuant to these terms.

AVAILABILITY OF SYSTEM CENTER ADVISOR

Availability of System Center Advisor, some of its functionality, and language versions varies by country. Customers may purchase the service and use it with servers located in the specific countries identified at <http://www.microsoft.com/online/international-availability.aspx> or at an alternate web site Microsoft identifies. The System Center Advisor web site www.systemcenteradvisor.com can be viewed by customers who have an Internet connection in any countries where such access is not prohibited by applicable law.

OUR USE OF CUSTOMER DATA

Customer data will be used to operate and improve the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam). In addition, Customer Data will be used to improve the products/components the online service supports for configuration analysis. For information on how we use Customer Data, see the System Center Advisor Privacy Statement at <http://go.microsoft.com/fwlink/?LinkID=195849>.

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose Customer Data to a third party unless required by law. Should a third party contact us with a demand for Customer Data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose Customer Data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

FEEDBACK

If you give feedback to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You agree that you will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them.

Servers -- System Center Global Service Monitor

Privacy Statement: **Yes** (<http://go.microsoft.com/?linkid=9817858>)

Security Overview: **Yes** (<http://go.microsoft.com/?linkid=9818341>)

You may use the System Center Global Service Monitor online service to monitor web applications running exclusively on OSEs licensed with your System Center Server Management Licenses with active Software Assurance coverage.

Your use of the online service is subject to the Online Services General License Terms in these Product Use Rights and the license terms below. In the event of any conflict between the Online Services General License Terms and the license terms below, the license terms below govern. Your right to use the online service expires when the corresponding Software Assurance coverage on your Server Management Licenses expires.

TEST RESULTS RETENTION POLICY

Test result data generated from active tests will be stored in the online service until your deployment of System Center 2012 Operations Manager collects the test results. If System Center 2012 Operations Manager does not collect your test results within seven days test results will be deleted from the online service.

OUR USE OF CUSTOMER DATA

Customer Data will be used to operate and improve the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam). In addition, Customer Data will be used to improve the products/components the online service supports for configuration analysis. For information on how we use Customer Data, see the System Center Global Service Monitor Privacy Statement at <http://go.microsoft.com/?linkid=9817858>.

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose Customer Data to a third party unless required by law. Should a third party contact us with a demand for Customer Data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose Customer Data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

FEEDBACK

If you give feedback to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback.

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You agree that you will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them.

Servers -- TechNet Subscription Media

See Applicable Notices: Data Transfer

The Developer Tools section of the Product Use Rights provides your license terms for TechNet Subscription Media. Please see the Product List for additional TechNet Software Assurance benefits.

Step-Up Licenses

A Step-Up License permits you to run a premium edition in place of the qualifying product. When your Step-Up License becomes perpetual, it permanently replaces your rights to the qualifying product.

Software Assurance Product Support Services

The way you use the software may not be supportable. It may also require you to buy more support services. Each of us may use information acquired in connection with support services as long as that use does not disclose the other's confidential information. The license terms for the underlying product apply to your use of any fixes.

SQL Server 2012 Enterprise -- Unlimited Virtualization

The license terms for SQL Server 2012 Enterprise in the Servers – Per Core section of the Product Use Rights, as supplemented below, provide your license terms for the software under core licenses with active Software Assurance coverage. In the case of any conflict between the applicable terms in the Servers – Per Core section and the license terms below, the license terms below govern.

For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section, you may run on the licensed server any number of instances of the server software in any number of physical and/or virtual OSEs, provided you have active Software Assurance coverage for those licenses.

SQL Server 2012 Parallel Data Warehouse – Feature Updates

We may make feature releases (e.g., appliance updates) available between major product releases. Feature releases will be available only to customers with Software Assurance coverage for the product. The Product Use Rights for the product, as supplemented in this [Appendix 2: Software Assurance Benefits](#), govern your use of feature releases for which you are eligible.

System Center Configuration Manager -- VDI Rights

See the [Universal License Terms, Definitions](#) for meanings of “virtual OSE” and “manage.” The license terms applicable to System Center Configuration Manager Client Management Licenses (“CMLs”) as set forth in the Management Server section of these Product Use Rights, and supplemented here, apply to your use of System Center Configuration Manager software under the following licenses with active Software Assurance coverage: System Center Configuration Manager CMLs, Core CALs, and Enterprise CALs (each, a “VDI qualifying license”). You may use the software to manage, at any one time, up to four virtual OSEs in which software used remotely from the device or by the user to which that VDI qualifying license has been assigned, is running. Those virtual OSEs may be on up to four different virtual desktop infrastructure hosts. Your right to use the software as permitted here expires when Software Assurance on your System Center Configuration Manager CMLs, Core CALs or Enterprise CALs expires.

Visual Studio -- MSDN

The Developer Tools section of the Product Use Rights provides your license terms for MSDN. Your rights to use any software licensed through MSDN become perpetual when your right to use Visual Studio becomes perpetual.

Windows Desktop Operating System -- Rights to run “Clustered HPC Applications”

The Desktop Operating System section of the Product Use Rights, as supplemented below, provides your license terms for use of the software under licenses for the Windows desktop operating system with active Software Assurance coverage. See [Universal License Terms, Definitions](#) for meanings of “Cycle Harvesting node” and “clustered HPC application.”

Despite anything to the contrary in the license terms for the Windows desktop operating system, more than one user may use the software at one time when the additional users use the Licensed Device as a Cycle Harvesting node to run clustered HPC applications.

The rights provided under this section do not permit you to use the Licensed Devices as a general purpose server, database server, web server, e-mail server, print server or file server, for other multi-user access purposes, or for any other similar resource sharing purpose.

Your right to use the software as permitted here expires when Software Assurance coverage on your Windows desktop operating system license expires.

Windows 8 Enterprise (under Windows Desktop Operating System Software Assurance)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "licensed device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software under your active Windows Software Assurance coverage is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. For Windows Software Assurance, the Licensed Device is the device to which you assigned the underlying Windows license to which you have attached active coverage.
2. Using the Licensed Device, you may access up to four instances of the software running remotely in virtual OSEs on servers in your datacenter.
3. You may also run up to four instances in virtual OSEs and one instance in the physical OSE locally on the Licensed Device.
4. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.
5. You may run two instances of the software in the physical OSE as an alternative to running the software remotely in your datacenter or locally in virtual OSEs.
6. You may run Windows 8 Pro, or any earlier version of the software or of Windows 8 Pro, in place of any permitted instance.
7. You do not need a license to access your instances only to administer the software.
8. Your right to use the software as described here is non-perpetual; you may not access or use the software, as permitted here, after your Software Assurance coverage expires.
9. If you accrue a perpetual right under Software Assurance coverage to use the latest version of the Windows desktop operating system, then you will have a perpetual right to use in its place the corresponding version of Windows Enterprise, but only as permitted in the Desktop Operating System section of the Product Use Rights without the additional rights and limitations here.

Windows 8 Enterprise (under Windows Virtual Desktop (VDA))

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software under your active Windows VDA subscriptions is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. You must assign the Windows VDA license to a single device.
2. Using the Licensed Device, you may remotely access up to four instances of the software running in virtual OSEs on servers in your datacenter.
3. You may not run the software locally on the Licensed Device.
4. As an exception, if a Windows 8 Pro license or a Windows 7 Professional is also assigned to the Licensed Device, you may run one or more of the permitted instances of the software in virtual OSEs locally on the Licensed Device. You may run Windows 8 Pro, or any earlier version of the software or of Windows 8 Pro, in place of any permitted instance.
5. With the exception of access for technical support using of Remote Assistance or similar technology, the remote access rights in the Desktop Operating System section do not apply.
6. You do not need a license to access your instances only to administer the software.
7. Your right to use the software under your Windows VDA license is non-perpetual; you may not access or use the software as permitted here after your subscription expires.

Roaming Use Rights (under Windows Desktop Operating System Software Assurance and Windows VDA)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "qualifying third-party device", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8 Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. The single primary user¹ of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device² from anywhere off your or your affiliates' premises.
2. The same user may also run one instance of the software in a virtual OSE on a Qualifying Third Party Device while off your and your affiliates' premises.
3. The same user may also run the instance on a USB drive (subject to Windows To Go Rights) on a Qualifying Third Party Device while off your and your affiliates' premises.
4. All Roaming Rights use must be for work-related purposes.
5. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
6. Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

² Despite anything in your volume licensing agreement to the contrary, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Windows To Go Rights (under Windows Desktop Operating System Software Assurance and Windows VDA)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "qualifying third-party device", "running instances" "Software," as used here, refers to Windows 8 Enterprise. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. Instances you are permitted to create and use under this section are in addition to those you are permitted to make under the "Windows 8 Enterprise (under Windows Desktop Operating System Software Assurance)," "Windows 8 Enterprise (under Windows Virtual Desktop (VDA))," and "Roaming Use Rights (under Windows Desktop Operating System Software Assurance and Windows VDA)" sections. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8 Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. You may create and store an instance of the software on up to two USB drives.
2. You may run the instance stored on the USB drive on any Windows Software Assurance or Windows VDA Licensed Device.
3. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
4. Your right to use the software under Windows To Go Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

Companion Devices

For the purposes of this section:

"Primary User" means the user who uses a Windows Software Assurance or Windows VDA Licensed Device more than 50% of the time in any 90 day period.

"Companion Device" means any additional device that is used by the Primary User, and either (i) is not capable of Running an Instance of Windows 8 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of Running an Instance of Windows 8 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

WINDOWS RT COMPANION DEVICES (UNDER WINDOWS DESKTOP OPERATING SYSTEM SOFTWARE ASSURANCE, OR WINDOWS VIRTUAL DESKTOP ACCESS (VDA))

"Window RT Companion Device" means a Companion Device you (not a third party) have licensed for Windows RT.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8 Enterprise section from a Windows RT Companion Device.
2. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
3. Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

WINDOWS COMPANION SUBSCRIPTION LICENSE (SL)

Active Software Assurance coverage for the Windows Desktop Operating System or Windows VDA subscription license provides you with eligibility to acquire Windows Companion SLs. These licenses are an optional and separate purchase from Windows Software Assurance or VDA license. You may not assign more than one Windows Companion SL per device. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. You must assign each license to a device on which you have active Windows Software Assurance coverage or to which you have assigned your qualifying VDA subscription license.
2. The Primary User of the Licensed Device may remotely access from a Companion Device any permitted Instance of the software Running on servers in your datacenter under your Windows Software Assurance coverage or Windows VDA as provided in the corresponding Windows 8 Enterprise section.
3. The Primary User may also Run an Instance, created and stored on a USB drive as permitted under the Windows To Go section on a Companion Device.
4. No other user may use the software under the corresponding Windows Software Assurance or Windows VDA at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
5. The Primary User may exercise these rights from or on up to four Companion Devices in any given 90 day period.
6. Your right to use the software on a Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Companion SL or corresponding Windows Software Assurance coverage or Windows VDA subscription expires.

Windows Desktop Operating System -- Windows Thin PC

The Desktop Operating System section of the Product Use Rights provides your license terms for Windows Thin PC. However, you may use the software only to run the types of applications listed below.

- security
- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

You may choose not to install the media player. If so, the sections of the Desktop Operating System section of the Product Use Rights listed below do not apply to your use of the software.

- Windows Media Digital Rights Management
- Windows Media Player

You may use the software on a device other than the one on which it was first installed if you move the corresponding Software Assurance coverage to that other device.

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Appendix 3: Additional Software

BizTalk RFID 2010

- RFID Client and Tools
- RFID SDK
- RFID Mobile

BizTalk Server 2010 Branch Edition

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

BizTalk Server 2010 Enterprise Edition

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

BizTalk Server 2010 Standard Edition

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

Data Protection Manager 2010 for System Center Essentials

- Data Protection Manager 2010 Agent
- Data Protection Manager Remote Command-Line Interface Console
- Data Protection Manager System Recovery Tool Agent
- Analysis Services Shared Tools
- Business Intelligence Development Studio
- Connectivity Components
- Legacy Components
- Management Tools

Notification Services Client Components

- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2008 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server 2008 Books Online
- SQL Server Mobile Server Tools
- Microsoft System Recovery Tool for Microsoft System Center Data Protection Manager 2010

Exchange Server 2007 Standard for Small Business

- Exchange Management Tools

Exchange Server 2013 Enterprise

- Exchange Management Tools

Exchange Server 2013 Standard

- Exchange Management Tools

Forefront Identity Manager 2010 - Windows Live Edition

- Client Software

Forefront Identity Manager 2010 R2

- Microsoft Password Change Notification Service
- Microsoft BHOLD Suite
- FIM Certificate Management Client
- FIM Certificate Management Bulk Insurance Client
- System Center – Service Manager

Lync Server 2013

Lync Server 2013 as Deployed in:

- Archiving and Monitoring Server Role
- Audio/Video Conferencing Server Role
- Central Management Server Role
- Director Role
- Edge Server Role
- Persistent Chat Server Role
- Lync Web App Server Role
- Mediation Server Role
- Reach Application Sharing Server Role
- Mobility Service Role
- Autodiscovery Service Role
- Survivable Branch Appliance Role
- Unified Communications Application Server Role
- Web Conferencing Server Role
- Microsoft Lync Server 2013 Control Panel
- Microsoft Lync Server 2013 Group Chat Administration Tool
- Microsoft Lync Web App
- Microsoft Lync Phone Edition
- Topology Builder
- Administrative Tools
- PowerShell Snap-In

Microsoft Dynamics AX 2012 R2

- Microsoft Dynamics AX 2012 R2 Windows Rich Client Software
- Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R2

Microsoft Dynamics CRM 2011 Server

- Microsoft Dynamics CRM 2011 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM 2011 Report Authoring Extensions
- Microsoft Dynamics CRM 2011 Best Practices Analyzer
- Microsoft Dynamics CRM 2011 Multilingual User Interface (MUI)

Microsoft Dynamics CRM Workgroup Server 2011

- Microsoft Dynamics CRM 2011 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM 2011 Report Authoring Extensions
- Microsoft Dynamics CRM 2011 Best Practices Analyzer
- Microsoft Dynamics CRM 2011 Multilingual User Interface (MUI)

Microsoft Office Audit and Control Management Server 2013

- Software Development Kit

Project Server 2013

- Software Development Kit

SharePoint Server 2013

- Software Development Kit

SQL Server 2008 R2 Small Business

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Tools – Basic
- Management Tools - Complete
- SQL Client Connectivity SDK
- Microsoft Sync Framework
- SQL Server 2008 R2 Books Online

SQL Server 2012 Business Intelligence

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Management Tools - Basic
- Management Tools - Complete

- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

SQL Server 2012 Enterprise

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

SQL Server 2012 Parallel Data Warehouse

- Parallel Data Warehouse Control Virtual Machine

SQL Server 2012 Standard

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
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- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

SQL Server 2012 Standard

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
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- Client Tools SDK
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- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

System Center Essentials 2010

- User Interface Console
- Management Packs
- Agent and Helper Binaries

System Center Essentials 2010 with SQL Server 2008 Technology

- User Interface Console
- Management Packs
- Agent and Helper Binaries
- Analysis Services Shared Tools
- Business Intelligence Development Studio
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2008 Books Online
- SQL Server 2008 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

- Virtual Machine Manager Agent
- Physical to Virtual Agent
- Administrator Console
- Virtual Machine Manager Self Service Portal
- VMRC Client

Visual Studio Team Foundation Server 2012 with SQL Server 2012 Technology

- Team Explorer for Visual Studio 2012
- Visual Studio Team Foundation Build Services
- Visual Studio Team Foundation Server SharePoint Extensions
- Visual Studio Team Foundation Server Project Server Extensions

Windows MultiPoint Server 2012 Premium

- For a list of additional software go to <http://go.microsoft.com/fwlink/?LinkId=245856>

Windows MultiPoint Server 2012 Standard

- For a list of additional software go to <http://go.microsoft.com/fwlink/?LinkId=245856>

Windows Server 2012 Datacenter

- For a list of additional software go to <http://go.microsoft.com/fwlink/p/?LinkId=241491>

Windows Server 2012 Essentials

- For a list of additional software go to <http://go.microsoft.com/fwlink/p/?LinkId=241491>

Windows Server 2012 Standard

- For a list of additional software go to <http://go.microsoft.com/fwlink/p/?LinkId=241491>

Windows Small Business Server (SBS) 2011 Premium Add-on

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- SQL Business Intelligence Development Studio
- SQL Client Tools Backward Compatibility
- SQL Client Tools Connectivity
- SQL Client Tools Software Development Kit
- SQL Management Tools – Basic
- SQL Management Tools – Complete
- SQL Client Connectivity Software Development Kit
- Microsoft Sync Framework
- SQL Server 2008 R2 Books Online

Windows Small Business Server (SBS) 2011 Standard

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- Exchange Management Tools
- Small Business Server Source Migration Tool
- Small Business Server Console
- Microsoft Baseline Configuration Analyzer v2.0
- Windows Identity Foundation

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