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Introduction

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

License Types

The type of license you acquire depends on what is available under your agreement and what you order. Some products, such as Online Services, are available under subscription licenses only. Other products are available under either perpetual or fixed-term licenses or on a subscription basis, depending on the Microsoft Volume Licensing Program under which they are licensed. See your volume licensing agreement and the Microsoft Product List at http://go.microsoft.com/?linkid=9839207 for more information about the license types available under your agreement and for a particular product.

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

- Desktop Applications
- Desktop Operating Systems
- Servers: Processor/CAL
- Servers: Server/CAL
- Servers: Per Core
- Management Servers
- Specialty Servers
- Developer Tools
- Online Services

Note that some products may be available under more than one Licensing Model. Also, some products use a combination of two or more Licensing Models and are included in the Combined Licensing Models section after the sections for each Licensing 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](http://www.microsoftvolumelicensing.com/userights/PURRetired.aspx). You will also find some archived versions of the Product Use Rights at [http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx](http://www.microsoft.com/licensing/about-licensing/product-licensing.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.

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Definition of External User
Clarified External User does not include Customer’s Affiliates.

Definition of Production Environment
Added new definition of Production Environment.

Developer Tools (User License)
Added Microsoft Azure Platform Services to Additional License Terms for MSDN Subscriptions, instead of third party shared servers or Qualified MSDN Cloud Partners.

License Reassignment
Clarified that short-term and early reassignment do not apply to Enterprise Mobility Suite.

Windows Server 2012 R2
Added Enterprise Mobility Suite User SL as fulfilling Base CAL requirement and clarified that only the full Enterprise Mobility Suite User SL satisfies the access requirement for Windows Server 2012 R2 Rights Management Services.

Exchange Server 2013
Added Enterprise Mobility Suite User SL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Forefront Unified Access Gateway 2010
Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement.

Lync Server 2013
Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Microsoft Dynamics AX 2012 R3 Server, Microsoft Dynamics AX 2012 R3 Store Server, and Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core
Added Modification Right.

SharePoint Server 2013
Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Suite CALs

SQL Server 2014
Added Additional Software for SQL Server 2014. You have access to these components separately via Microsoft download services, and through your Volume Licensing Agreement, as Additional Software.

System Center 2012 R2 Client Management Suite
Deleted Enterprise CAL Bridges as Client Management Licenses that fulfill access requirements.

Visual Studio Team Foundation Server 2013 with SQL Server 2014 Technology
Clarified usage no requiring a CAL.

Windows MultiPoint Server 2012
Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Appendix 1, Notices
Corrected MPEG hyperlink.

Appendix 2, Software Assurance Benefits
Added Microsoft Dynamics AX 2012 R3 Servers Fail-over Servers; and Windows (Per User and Per Device), Windows Industry (Per Device), Windows Virtual Desktop Access (VDA) (Per User and per Device, and Windows To Go.
Deleted Windows 8.1 Enterprise (under Windows Desktop Operating System Software Assurance) and Windows 8.1 Industry Enterprise (under Windows Industry Software Assurance); Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise (under Windows VDA); and Windows To Go Rights (under Windows Desktop Operating System Software Assurance, Windows VDA, and Windows Industry Software Assurance).

Appendix 3, Additional Software

Added Additional Software for Microsoft Dynamics CRM 2015 and Microsoft Dynamics CRM Workgroup Server 2015.

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.

**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.

**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; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

**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.
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.

Production Environment means any Physical or Virtual OSE running a production workload or accessing production data, or any Physical OSE hosting one or more Virtual OSEs running production workloads or accessing production data.

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

Running Instance means an Instance of software that is loaded into memory and for which one or more instructions have been executed. (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.

Software in Internet Web Solutions is used to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent).
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions.
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Your Use Rights

If you comply with your volume licensing agreement, you may use the software and online services as expressly permitted in these Product Use Rights.
Rights to use other versions

For any permitted copy or instance, you may create, store, install, run or access in place of the version licensed, a copy or instance of a prior version, different permitted language version, or different available platform version (for example, 32 bit or 64 bit). You may use different versions of components only as permitted under the Product-Specific License Terms. The use of an earlier version under these downgrade rights does not extend the support lifecycle of the earlier version.

Third Party Software

The software may contain third party proprietary programs that are licensed under separate terms that are presented to you. The software may also contain third party open source programs that Microsoft, not the third party, licenses to you under Microsoft's license terms. Notices, if any, for the third party open source programs are included for your information only.

Pre-release Code

Pre-release code is subject to any specific terms that accompany it.

Updates and Supplements

We may update or supplement the software you license. If so, you may use that update or supplement with the software, subject to any additional terms that accompany the update or supplement.

No Commercial Hosting

You may not host the products for commercial hosting services.

Technical Limitations

You must comply with any technical limitations in the products that only allow you to use them in certain ways. You may not work around them.

Other Rights

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

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.

Outsourcing Software Management

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

License Reassignment

Most, but not all, licenses may be reassigned from one device or user to another. The general rules governing license reassignment are described below, along with some special rules for certain products and license types.

LIMITATIONS ON LICENSE REASSIGNMENT

Except as permitted below, you may not reassign licenses on a short-term basis (within 90 days of the last assignment), nor may you reassign licenses for Rental Rights, or Software Assurance separately from the underlying license to which the Software Assurance is attached.

CONDITION ON LICENSE REASSIGNMENT

When you reassign a license from one device or user to another, you must remove the software or block access from the former device or from the former user’s device.

SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

- CALs, Management Licenses and User/Device Subscription Licenses (SLs). You may reassign a CAL, Management License or user or device SL on a short-term basis, to cover a user’s absence or the unavailability of a device that is out of service. Reassignment of these licenses for any other purpose or timeframe must be permanent. This right does not apply to Enterprise Mobility Suite Add-on and Enterprise Mobility Suite User SLs or Windows Virtual Desktop Access (VDA) licenses.

- Early Reassignment Due to Hardware Failure. You may reassign sooner than within 90 days of the last assignment if you retire the Licensed Device or server due to permanent hardware failure. This right applies to: all server licenses (other than CALs and Management Licenses), Enterprise Mobility Suite and Enterprise Mobility Suite Add-on User SLs, Windows Virtual Desktop

- **Reassignment of Software Assurance Related Rights.** Licenses that are granted or acquired in connection with Software Assurance coverage (e.g., Windows Thin PC, MDOP, User SLs for Software Assurance) generally must be reassigned as and when the qualifying license and Software Assurance are reassigned.

- **Subscription Licenses for the Windows desktop operating system.** You may reassign your Windows (VDA) subscription licenses and Windows Companion Subscription Licenses, subject to the general limitation against short-term reassignment.

- **Reassignment of Software Assurance for Windows and Windows Industry operating systems.** You may reassign Software Assurance coverage and the underlying Windows Enterprise Upgrade license or Windows Industry Enterprise Upgrade license to a replacement device, but not on a short-term basis, and only if that replacement device is licensed for a qualifying operating system as required in the Product List; provided, however, you must remove any related desktop operating system upgrades from the former device. Reassignment of a Windows Enterprise Upgrade license or Windows Industry Enterprise Upgrade license may only be done if the upgrade license is covered by active Software Assurance.

- **License Mobility within Server Farms and Server Re-partitioning.** You may reassign certain server licenses on a short-term basis under License Mobility within Server Farms rights and Server Repartitioning.

**Product Activation**

Some products and online services are protected by technological measures and require activation and a Volume License product key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a product key is required, see the Product Activation section on [http://www.microsoft.com/licensing/activation](http://www.microsoft.com/licensing/activation). You are responsible for both the use of product keys assigned to you and activation of products using your Key Management Service (KMS) machines. Volume License product keys are confidential and subject to the confidentiality provision in your volume licensing agreement with Microsoft. You may not disclose product keys to third parties at any time, even after your volume licensing agreement with Microsoft terminates or expires and notwithstanding any time limitation to the contrary.

**KMS and Multiple Activation Key (MAK) Activation**

During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see [http://www.microsoft.com/licensing/existing-customers/product-activation.aspx](http://www.microsoft.com/licensing/existing-customers/product-activation.aspx). By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

**PROPER USE OF KMS**

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

**Unauthorized Use of MAK or KMS Keys**

Microsoft may take any of these actions related to unauthorized use or disclosure of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the product key from activation or validation.

Key deactivation may require the customer to acquire a new product key from Microsoft.

**Additional Functionality/Optional Service**

We may provide additional functionality for or an optional add-on service to the products. Other license terms or use rights, and fees may apply.

**Using More than One Product or Functionality Together**

You need a license for each product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need licenses for both Office and Windows. Likewise, to access Remote Desktop Services in Windows Server you need both a Windows Server CAL and a Remote Desktop Services CAL.
Font Components

While you run the software or use an online service provided by Microsoft, you may use the fonts included with or installed by that software or online service, respectively, 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.

Windows Software Components

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, Windows Identity Foundation, Windows Library for JAVA Script, Debughelp.dll, 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.

Benchmark Testing

SOFTWARE

You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the server software or additional software that comes with it. This applies to products in the Microsoft Servers or Microsoft Developer Tools Licensing Models (see Table of Contents). This does not apply to the .NET Framework (see below) or to Windows Server. It, however, does apply to SQL Technology, in any, licensed with these products.

MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework (“.NET Components”). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkId=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkId=66406.

Products That Include SQL Server Technology

If your edition of the software includes a SQL Server database software product licensed under the Product-Specific license terms (“SQL Server Database”) you may run that SQL Server Database in one or more physical or virtual operating system environments on any of your servers to support the software. You may also use the same instances of SQL Server Database to support other products that include any version of SQL Server Database. You do not need SQL Server CALs for such use.

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**Windows 8.1 KN**

**Inapplicable Windows Media Player Use Rights:** The Windows digital rights management technology and Windows Media Player terms do not apply when running this software.

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

**Additional Disclaimer of Warranties:** Microsoft provides no warranty whatsoever with respect to Windows media functionality, despite anything to the contrary in your volume licensing agreement.

**Windows 8.1 N**

**Inapplicable Windows Media Player Use Rights:** The Windows digital rights management technology and Windows Media Player terms do not apply when running this software.

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

**Additional Disclaimer of Warranties:** Microsoft provides no warranty whatsoever with respect to Windows media functionality, despite anything to the contrary in your volume licensing agreement.

**Windows Embedded 8.1 Industry Pro and 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:

**See Applicable Notices:** Data Transfer, Visual and Audio Code Standards, Potentially Unwanted Software (Notice I) (See Appendix 1)
Servers: Processor/CAL (Processor License + CAL + Optional External Connector)

Windows Server 2012 R2 Datacenter
Windows Server 2012 R2 Standard

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.

- You must assign each license to a single Server.
- One license is required for every two Physical Processors on the Server.
- 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.
- 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.
- For Datacenter licenses, the number of Virtual OSEs is unlimited, and use in the Physical OSE is not limited to hosting and management.
- 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.
- You may use additional software listed in Appendix 3 in conjunction with your use of server software.
- 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

- You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
- CALs or External Connector Licenses are required for access to server software.
- CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
- CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
- 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.
- 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
to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. 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](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](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.

**PRODUCT-SPECIFIC LICENSE TERMS**

**Windows Server 2012 R2 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: No (Except for External Connector licenses; 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, or
- Enterprise Mobility Suite User SL²

**ADDITIVE CALs**

**Product or Functionality:**

- Microsoft Application Virtualization for Remote Desktop Services
- Windows Server 2012 R2 Rights Management Services

**List of CALs:**

- Windows Server 2012 Remote Desktop Services CAL, or
- Windows Server 2012 Remote Desktop Services User SL
- Windows Server 2012 Active Directory Rights Management Services CAL, or
- Microsoft Rights Management User SL, or
- Microsoft Rights Management A User SL, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Windows Intune¹, or

¹ with active Software Assurance on or after the date the software is first available for download through Volume Licensing
² Only the full User SL satisfies the access requirement
### Windows Server 2012 R2 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:

<table>
<thead>
<tr>
<th>Self-Hosting of Applications Allowed: <strong>Yes</strong> (See Appendix 2)</th>
<th>Additional Software: <strong>Yes</strong> (See Appendix 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Applicable Notices: <strong>Data Transfer, MPEG-4, VC-1</strong> (See Appendix 1)</td>
<td>License Mobility Within Server Farms: <strong>No</strong> (Except for External Connector licenses; See General License Terms)</td>
</tr>
<tr>
<td><strong>External User Access:</strong> <strong>CALs or External Connector</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### BASE CALs

**You need:**
- Windows Server 2012 CAL, or
- Core CAL Suite, or
- Core CAL Bridge for Office 365, or
- Core CAL Bridge for Windows Intune, or
- Core CAL Bridge for Office 365 and Windows Intune, or
- Enterprise CAL Suite, or
- Enterprise CAL Bridge for Office 365, or
- Enterprise CAL Bridge for Windows Intune, or
- Enterprise CAL Bridge for Office 365 and Windows Intune, or
- Enterprise Mobility Suite User SL

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

2 Only the full User SL satisfies the access requirement

#### ADDITIVE CALs

### BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

### ADDITIVE EXTERNAL CONNECTORS

#### Product or Functionality: List of External Connector Licenses:

<table>
<thead>
<tr>
<th>Microsoft Application Virtualization for Remote Desktop Services</th>
<th>Windows Server 2012 Remote Desktop Services External Connector</th>
</tr>
</thead>
</table>


| Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 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 Enterprise, Standard, Essentials, Web, HPC or any earlier version of the qualifying editions in place of Datacenter in any of the OSEs.

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Table of Contents | Universal Terms
<table>
<thead>
<tr>
<th>Product or Functionality:</th>
<th>List of CALs:</th>
</tr>
</thead>
</table>
| Microsoft Application Virtualization for Remote Desktop Services | • Windows Server 2012 Remote Desktop Services CAL, or  
| | • Windows Server 2012 Remote Desktop Services User SL |
| Windows Server 2012 R2 Rights Management Services | • Windows Server 2012 Active Directory Rights Management Services CAL, or  
| | • Microsoft Rights Management User SL, or  
| | • Microsoft Rights Management A User SL, 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, or  
| | • Enterprise Mobility Suite User SL |
| Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology) | • Windows Server 2012 Remote Desktop Services CAL, or  
| | • Windows Server 2012 Remote Desktop Services User SL |

**BASE EXTERNAL CONNECTORS**

- Windows Server 2012 External Connector

**ADDITIVE EXTERNAL CONNECTORS**

<table>
<thead>
<tr>
<th>Product or Functionality:</th>
<th>List of External Connector Licenses:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)</td>
<td>• Windows Server 2012 Remote Desktop Services External Connector</td>
</tr>
</tbody>
</table>

**Additional Terms:**

**Down-Edition Rights**

You may Run an Instance of Windows Server Enterprise, Essentials, Web, HPC or any earlier version of the qualifying editions in place of Standard in any of the OSEs.
Servers: Server / CAL (Server License + CAL + Optional External Connector)

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Forefront Unified Access Gateway 2010 32
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Microsoft Dynamics AX 2012 R3 Store Server 34
Microsoft Dynamics CRM 2015 Server 35
Microsoft Office Audit and Control Management Server 2013 36
Project Server 2013 36

SharePoint Server 2013 36
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SQL Server 2014 Enterprise 38
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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.

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

ACCESS LICENSES

- Except as described here and noted in the Product-specific license terms, all server software access requires CALs.
- Requirements for External User access vary by product, as noted in the Product-specific license terms.
- 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.
- You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
- CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
- CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
- 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).
### PRODUCT-SPECIFIC LICENSE 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)

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

**Additional Software:** Yes (See Appendix 3)

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

### BASE CALs

<table>
<thead>
<tr>
<th>You need:</th>
<th>Required Additive CAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Exchange Server 2013 Standard CAL, or</td>
<td>• Exchange Server 2013 Enterprise CAL, or</td>
</tr>
<tr>
<td>• BackOffice CAL¹, or</td>
<td>• Enterprise CAL Suite¹, or</td>
</tr>
<tr>
<td>• Core CAL Suite¹, or</td>
<td>• Enterprise CAL Bridge for Windows Intune¹, or</td>
</tr>
<tr>
<td>• Core CAL Bridge for Enterprise Mobility Suite², or</td>
<td>• Exchange CAL Suite¹, or</td>
</tr>
<tr>
<td>• Exchange Online Plan 1 User SL, or</td>
<td>• Exchange Online Plan 2 User SL, or</td>
</tr>
<tr>
<td>• Exchange Online Plan 1G User SL, or</td>
<td>• Exchange Online Plan 2A User SL, or</td>
</tr>
<tr>
<td>• Exchange Online Plan 2 User SL, or</td>
<td>• Exchange Online Plan 2G User SL, or</td>
</tr>
<tr>
<td>• Exchange Online Plan 2G User SL, or</td>
<td>• Enterprise CAL Bridge for Windows Intune¹, or</td>
</tr>
<tr>
<td>• Enterprise CAL Suite¹, or</td>
<td>• Enterprise CAL Bridge for Enterprise Mobility Suite², or</td>
</tr>
<tr>
<td>• Enterprise CAL Bridge for Windows Intune¹, or</td>
<td>• Office 365 Enterprise E3 or E4 User SL, or</td>
</tr>
<tr>
<td>• Enterprise CAL Bridge for Enterprise Mobility Suite², or</td>
<td>• Office 365 Enterprise E3 or E4 User SL, or</td>
</tr>
</tbody>
</table>

### 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
- Enterprise CAL Bridge for Enterprise Mobility Suite², 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 or E4 User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3 or E4 User SL, or
- Office 365 Government E1, E3 or E4 User SL, or
- Office 365 Government E3 or E4 User SL, or

¹ with active Software Assurance coverage on October 1, 2012, or later  
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

### 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.
# 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)

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

**Additional Software:** Yes (See Appendix 3)

**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 CAL\(^1\), or
- Core CAL Suite\(^1\), or
- Core CAL Bridge for Windows Intune\(^1\), or
- Core CAL Bridge for Enterprise Mobility Suite\(^2\), 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 Suite\(^1\), or
- Enterprise CAL Bridge for Windows Intune\(^1\), or
- Enterprise CAL Bridge for Enterprise Mobility Suite\(^2\), or

**Additional Software:**
- Office 365 Enterprise E1, E3, or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3-E4 User SL, or
- Office 365 Government E1, E3 or E4 User SL, or
- Office 365 Government E3-E4 without ProPlus User SL\(^1\) with active Software Assurance coverage on October 1, 2012, or later
- Office 365 Government E3-E4 without Pro Plus User SL\(^2\) with active Software Assurance on or after the date the software is first available for download through Volume Licensing

## 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 Suite\(^1\), or
- Enterprise CAL Bridge for Windows Intune\(^1\), or
- Enterprise CAL Bridge for Enterprise Mobility Suite\(^2\), 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 Enterprise E3-E4 without Pro Plus User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3-E4 User SL, or
- Office 365 Government E3-E4 User SL, or
- Office 365 Government E3-E4 without Pro Plus User SL\(^1\) with active Software Assurance coverage on October 1, 2012, or later
- Office 365 Government E3-E4 without Pro Plus User SL\(^2\) with active Software Assurance on or after the date the software is first available for download through Volume Licensing

## 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.
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:

| 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)*, or
- Enterprise Mobility Suite User SL, or
- Microsoft Azure Active Directory Premium

**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.

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 365\(^1\), or
- Enterprise CAL Bridge for Office 365 and Windows Intune\(^1\), or
- Enterprise CAL Suite\(^1\), or
- Enterprise CAL Bridge for Windows Intune\(^1\)

\(^1\) with Active Software Assurance coverage and acquired prior to December 1, 2012

**BASE EXTERNAL CONNECTORS**

- Forefront Unified Access Gateway 2010 External Connector

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) |

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

**BASE CALs**

**You need:**
- Lync Server 2013 Standard CAL, or
- Core CAL Suite¹, or
- Core CAL Bridge for Windows Intune¹, or
- Core CAL Bridge for Enterprise Mobility Suite², or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Enterprise Mobility Suite², or
- Lync Online Plan 1 or 1G User SL, or
- Lync Online Plan 2, 2A or 2G User SL, or

**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
- Enterprise CAL Bridge for Enterprise Mobility Suite², or
- Lync Online Plan 2, 2A or 2G User SL, or
- Office 365 Enterprise E1, E3, or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3-E4 User SL, or
- Office 365 Government E1, E3, or E4 User SL, or
- Office 365 Government E3-E4 without ProPlus User SL

¹ with active Software Assurance coverage on October 1, 2012, or later
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

**Additional Functionality:**
- Voice Telephony
- Call Management

**Required Additive CAL:**
- Lync Server 2013 Plus CAL, or
- Office 365 Enterprise E4 User SL, or
- Office 365 Enterprise E4 without ProPlus User SL, or
- Office 365 Education E4 User SL, or
- Office 365 Government E4 User SL, or
- Office 365 Government E4 without ProPlus User SL

¹ with active Software Assurance coverage on October 1, 2012, or later
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

**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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**Microsoft Dynamics AX 2012 R3 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)
External User Access: Licensed with Server

BASE CALs

Functionality:
- Self-Serve based limited access to Microsoft Dynamics AX 2012 R3 Store Server

Required CAL:
- Microsoft Dynamics AX 2012 R3 Self-Serve CAL

ADDITIVE CALs

Additional Functionality:
- Task use limited access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Self-Serve CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Task Use Additive CAL

Additional Functionality:
- Functional use limited access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Task Use CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Functional Use Additive CAL

Additional Functionality:
- Enterprise use access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Functional Use CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Enterprise Use Additive CAL

Additional Terms:

MODIFICATION RIGHT
The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

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.
Additional Terms:

MODIFICATION RIGHTS
The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

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.

Microsoft Dynamics CRM 2015 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)
License Mobility Within Server Farms: Yes (See General Terms)

Additional Software: Yes (See Appendix 3)
See Applicable Notices: Data Transfer, Bing Maps, and Yammer (See Appendix 1)
External User Access: Licensed with Server; CALs required for access through Microsoft Dynamics CRM 2015 Clients

BASE CALs

Functionality:
- Essential use access to Microsoft Dynamics CRM Server 2015

Required CAL:
- Microsoft Dynamics CRM 2015 Essential CAL, or
- Microsoft Dynamics CRM Online Essential (User SL), or
- Microsoft Dynamics CRM Online Basic (User SL), or
- Microsoft Dynamics CRM Online Professional (User SL), or
- Microsoft Dynamics CRM Online Enterprise (User SL)

ADDITIVE CALs

Additional Functionality:
- Basic use access to Microsoft Dynamics CRM Server 2015 (Additive Essential CAL)

Required Additive CAL:
- Microsoft Dynamics CRM 2015 Basic Use Additive CAL, or
- Microsoft Dynamics CRM Online Basic (User SL), or
- Microsoft Dynamics CRM Online Professional (User SL), or
- Microsoft Dynamics CRM Online Enterprise (User SL)

Additional Functionality:
- Professional use access to Microsoft Dynamics CRM Server 2015 (additive to Basic Use Additive CAL)

Required Additive CAL:
- Microsoft Dynamics CRM 2015 Professional Use Additive CAL, or
- Microsoft Dynamics CRM Online Professional (User SL), or
- Microsoft Dynamics CRM Online Enterprise (User SL)

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

Additional Software: Yes (See Appendix 3)
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
- Enterprise CAL Bridge for Windows Intune², or
- Enterprise CAL Bridge for Enterprise Mobility Suite², or
- Office 365 Enterprise E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Nonprofit E3 User SL, or
- SharePoint Online Plan 2 User SL

¹ with active Software Assurance coverage on October 1, 2012, or later
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

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.

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

Additional Software: Yes (See Appendix 3)
External User Access: CALs

BASE CALs

You need:
- Project Server 2013 CAL, or
- Project Lite User SL, or
- Project Online User SL, or
- Project Pro for Office 365 User SL

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.

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:
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.

**SQL Server 2014 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) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |

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**BASE CALs**

**You need:**
- SharePoint Server 2013 Standard CAL, or
- Core CAL Suite¹, or
- Core CAL Bridge for Windows Intune¹, or
- Core CAL Bridge for Enterprise Mobility Suite², or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Enterprise Mobility Suite², or
- Office 365 Enterprise E1, E3, or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3-E4 User SL, or
- Office 365 Government E1, E3, or E4 User SL, or
- Office 365 Government E3-E4 without ProPlus User SL, or

**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
- Enterprise CAL Bridge for Enterprise Mobility Suite², or
- Office 365 Enterprise E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Nonprofit E3 User SL, or
- Office 365 Education E3-E4 User SL, or
- Office 365 Government E3-E4 User SL, or
- Office 365 Government E3-E4 without ProPlus 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 October 1, 2012, or later
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |

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**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.

**SQL Server 2014 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) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |

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**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.

**SQL Server 2014 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) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |

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**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.

**SQL Server 2014 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) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |

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**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.

**SQL Server 2014 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) |
| Self-Hosting of Applications Allowed: Yes (See Appendix 2) | Additional Software: Yes (See Appendix 3) |

See Applicable Notices: **Automatic Updates** (See Appendix 1)

| Table of Contents | Universal Terms |
Included Technologies: **Windows Software Components** (See Universal License Terms)  
**External User Access:** CALs

### BASE CALs

**You need:**
- SQL Server 2014 CAL, or
- Power BI for Office 365 User SL, or
- Power BI for Office 365 A User SL

### 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 2014 or any earlier version of Standard or any version of Workgroup or Small Business.

**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.

**CAL WAIVER FOR BATCH JOBS**

You do not need CALs for any user or device that accesses your instances of the server software solely through a batching process. “Batching” is an activity that allows a group of tasks occurring at different times to be processed all at the same time.

### SQL Server 2014 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)  
- **License Mobility Within Server Farms:** Yes (See General Terms)  
- **Included Technologies:** Windows Software Components (See Universal License Terms)  
- **Additional Software:** Yes (See Appendix 3)  
- **See Applicable Notices:** Automatic Updates (See Appendix 1)  
- **External User Access:** CALs

### Additional Terms:

New server licenses for SQL Server 2014 Enterprise (Server/CAL) are not available. Existing Software Assurance customers upgrading to the 2014 version should refer to the April 2014 Product Use Rights for their license terms.

### SQL Server 2014 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)  
- **License Mobility Within Server Farms:** Yes (See General Terms)  
- **Included Technologies:** Windows Software Components (See Universal License Terms)  
- **Additional Software:** Yes (See Appendix 3)  
- **See Applicable Notices:** Automatic Updates (See Appendix 1)  
- **External User Access:** CALs

### BASE CALs

**You need:**
- SQL Server 2014 CAL, or
- Power BI for Office 365 User SL, or
- Power BI for Office 365 A User SL

### 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.

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.

Visual Studio Team Foundation Server 2013 with SQL Server 2014 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
Included Technologies: SQL Server Technology, Windows Software Components (See Universal License Terms)

BASE CALs
You need:
1. Visual Studio Team Foundation Server 2013 CAL

ADDITIVE CALs

Additional Functionality:
- Request and Manage Feedback
- Test Management
- Agile Portfolio Management
- Work Item Char Authoring
- Release Management
- Team Rooms

Required Additive License (i.e. Additive CAL equivalent):
- Visual Studio Test Professional 2013 with MSDN, or
- Visual Studio Premium 2013 with MSDN, or
- Visual Studio Ultimate 2013 with MSDN, or
- MSDN Platforms

Additional Terms:

USAGE NOT REQUIRING A CLIENT ACCESS LICENSE
A CAL is not required:
- To view, edit, or enter work items.
- To access Team Foundation Server Reporting.
- For accessing Visual Studio Online via a Team Foundation Server 2013 Proxy.
- For providing approvals to stages as part of the Release Management pipeline.
- For accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

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 2013 Build Services by your Licensed Users and Licensed Devices of Team Foundation Server 2013.

LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2013
The software is accompanied by Microsoft SharePoint Foundation 2013 which is licensed to you under its own terms. A copy of those separate license terms are located in the “Licenses” folder.

THIRD PARTY SOFTWARE
Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing agreement shall apply to all of the software.
**Technical Limitations**

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

**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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**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 | 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 |

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**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, or
- Enterprise Mobility Suite User SL²

**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, or
- Enterprise Mobility Suite User SL

**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.

² Only the full User SL satisfies the access requirement

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**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](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, except that Microsoft may use and share the information to prevent unlicensed use of the software. 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](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](http://go.microsoft.com/fwlink/?linkid=96552).

**WINDOWS MULTIPLEX 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 |
| 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 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 Suite\(^1\), or
  - Core CAL Bridge for Windows Intune\(^1\), or
  - Core CAL Bridge for Office 365\(^1\), or
  - Core CAL Bridge for Office 365 and Windows Intune\(^1\), or
  - Enterprise CAL Suite\(^1\), or
  - Enterprise CAL Bridge for Office 365\(^1\), or
  - Enterprise CAL Bridge for Office 365 and Windows Intune\(^1\), or
  - Enterprise CAL Bridge for Windows Intune\(^1\), or
  - Enterprise CAL Bridge for Office 365 and Windows Intune\(^1\), or
  - Enterprise Mobility Suite User SL\(^2\),

#### ADDITIVE CALs

1. with active Software Assurance on or after the date Windows Server 2012 is first available for download through Volume Licensing
2. Only the full User SL satisfies the access requirement
**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:

1. One Instance of the server software in the Physical OSE, and
2. One Instance of the server software in one Virtual OSE.

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**
1. CALs are not required to access server software running a Web or HPC Workload.
2. 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](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, except that Microsoft may use and share the information to prevent unlicensed use of the software. 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](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:

1. need to reactivate the software, or
2. 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](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.
Servers: Per Core (Core License)

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BizTalk Server 2013 R2 Enterprise  44  SQL Server 2014 Standard Core  45
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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

- You must assign each license to a single Server.
- You may license by Physical Cores on a Server or by individual Virtual OSE.
- 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 VIRTUAL 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

BizTalk Server 2013 R2 Branch

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: Yes (See General Terms)
Additional Software: Yes (See Appendix 3)
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 and you do not need separate licenses for copies of the component.

**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) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

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

You may not use the server software, including the Master Secret Server, on a server that is part of a networked cluster or in an operating system environment that is part of a networked cluster of OSEs on the same server.

**BizTalk Server 2013 R2 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)
- **License Mobility Within Server Farms:** Yes (See General Terms)

See Applicable Notices: Data Transfer (See Appendix 1)

**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 and you do not need separate licenses for copies of the component.

**BizTalk Server 2013 R2 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)
- **License Mobility Within Server Farms:** Yes (See General Terms)

See Applicable Notices: Data Transfer (See Appendix 1)

**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 and you do not need separate licenses for copies of the component.

**LIMITATIONS ON USE**

You may not use the server software, including the Master Secret Server, on a server that is part of a networked cluster or in an operating system environment that is part of a networked cluster of OSEs on the same server.

**Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core**

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)  
License Mobility Within Server Farms: Yes (See General Terms)  
Additional Software: Yes (See Appendix 3)

Additional Terms:

**MODIFICATION RIGHT**

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

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**SQL Server 2012 Parallel Data Warehouse Core**

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)  
License Mobility Within Server Farms: No  
Additional Software: Yes (See Appendix 3)  
Included Technologies: Windows Software Components (See Universal License Terms)

---

**Additional Terms:**

**THIRD PARTY SOFTWARE**

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing agreement shall apply to all of the software.

**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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**SQL Server 2014 Enterprise Core**

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)  
License Mobility Within Server Farms: Yes (See General Terms)  
Additional Software: Yes (See Appendix 3)  
Included Technologies: Windows Software Components (See Universal License Terms)

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**Additional Terms:**

**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 2014 or any earlier version of Business Intelligence, Standard, Workgroup, or Small Business.

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**SQL Server 2014 Standard Core**

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)  
License Mobility Within Server Farms: Yes (See General Terms)  
Additional Software: Yes (See Appendix 3)  
Included Technologies: Windows Software Components (See Universal License Terms)

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**Additional Terms:**

**Automatic Updates** (See Appendix 1)

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- Universal Terms  
- Desktop Apps  
- Desktop OS  
- Processor/CAL  
- Server/CAL  
- 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 2012 or earlier version of Standard, or any version of Workgroup or Small Business.
Management Servers (Management License [Server or Client])

System Center 2012 R2 Client Management Suite 48  Visual Studio Deployment 2013 Datacenter 49
System Center 2012 R2 Configuration Manager 48  Visual Studio Deployment 2013 Standard 49
System Center 2012 R2 Datacenter 48
System Center 2012 R2 Standard 49

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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.
- Server Management Licenses are required for OSEs running server operating systems.
- You must assign one license for every two processors on the managed Server.
- The licenses assigned to the managed Server must be the same edition.
- For standard edition licenses, you may use the software to Manage up to two OSEs per license on the managed Server.
- 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.
- For standard edition licenses, you may assign additional standard licenses to your managed Server and Manage two additional OSEs per license.
- For datacenter edition licenses, you may use the software to Manage an unlimited number of OSEs on the managed Server.

**Client Management Licenses:**
- Client Management Licenses are required for all other OSEs.
- You may use the software to Manage your OSEs (number permitted and users and devices covered per license depends on license type assigned).
- 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:**
- OSEs in which there are no Running Instances of software.
- Any of your network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software.
- Conversion of OSEs from Physical to Virtual.
- 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.
# PRODUCT-SPECIFIC LICENSE TERMS

## System Center 2012 R2 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:

<table>
<thead>
<tr>
<th>License Mobility Within Server Farms:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Hosting of Applications Allowed:</td>
<td>Yes (See Appendix 2)</td>
</tr>
<tr>
<td>See Applicable Notices:</td>
<td>Data Transfer (See Appendix 1)</td>
</tr>
<tr>
<td>Included Technologies:</td>
<td>SQL Server Technology, Windows Software Components (See Universal License Terms)</td>
</tr>
</tbody>
</table>

### CLIENT MANAGEMENT LICENSES

**You need:**

- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune¹, or
- Enterprise CAL Bridge for Windows Intune¹, or
- Enterprise CAL Bridge for Enterprise Mobility Suite¹, or
- System Center 2012 R2 Client Management Suite (User or OSE Client ML)

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

## System Center 2012 R2 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:

<table>
<thead>
<tr>
<th>License Mobility Within Server Farms:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Hosting of Applications Allowed:</td>
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<tr>
<td>See Applicable Notices:</td>
<td>Data Transfer (See Appendix 1)</td>
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<tr>
<td>Included Technologies:</td>
<td>SQL Server Technology, Windows Software Components (See Universal License Terms)</td>
</tr>
</tbody>
</table>

### 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
- Windows Intune User SL, or
- Enterprise Mobility Suite User SL², or
- System Center 2012 R2 Configuration Manager (User or OSE Client ML)

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

² Only the full User SL satisfies the access requirement

## System Center 2012 R2 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:

<table>
<thead>
<tr>
<th>License Mobility Within Server Farms:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Hosting of Applications Allowed:</td>
<td>Yes (See Appendix 2)</td>
</tr>
<tr>
<td>See Applicable Notices:</td>
<td>Data Transfer, Site Hierarchy – Geographical View (See Appendix 1)</td>
</tr>
<tr>
<td>Included Technologies:</td>
<td>SQL Server Technology, Windows Software Components (See Universal License Terms)</td>
</tr>
</tbody>
</table>

### SERVER MANAGEMENT LICENSES

**Required Server Management Licenses:**

- Introduction → Universal Terms → Desktop Apps → Desktop OS → Processor/CAL → Server/CAL → Per Core
- Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
## System Center 2012 R2 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:

<table>
<thead>
<tr>
<th>License Mobility Within Server Farms</th>
<th>Self-Hosting of Applications Allowed</th>
<th>Included Technologies</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes (See <a href="#">Appendix 2</a>)</td>
<td>SQL Server Technology, Windows Software Components (See <a href="#">Universal License Terms</a>)</td>
</tr>
</tbody>
</table>

**See Applicable Notices:** Data Transfer, Site Hierarchy – Geographical View (See [Appendix 1](#))

**SERVER MANAGEMENT LICENSES**

**Required Server Management Licenses:**

1. System Center 2012 R2 Standard

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## Visual Studio Deployment 2013 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:

<table>
<thead>
<tr>
<th>License Mobility Within Server Farms</th>
<th>Self-Hosting of Applications Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

**SERVER MANAGEMENT LICENSES**

**Required Server Management Licenses:**

1. Visual Studio Deployment 2013 Datacenter

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## Visual Studio Deployment 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:

<table>
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<tr>
<th>License Mobility Within Server Farms</th>
<th>Self-Hosting of Applications Allowed</th>
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</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

**SERVER MANAGEMENT LICENSES**

**Required Server Management Licenses:**

- Visual Studio Deployment 2013 Standard
Specialty Servers (Server License)

Forefront Identity Manager 2010 - Windows Live Edition 50
Microsoft Dynamics CRM Workgroup Server 2015 50
System Center Virtual Machine Manager 2008 R2 Workgroup Edition 51

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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
• You must assign each license to a single Server.
• For each license, you may use one Running Instance of server software on the Licensed Server in either a Physical or Virtual OSE.
• You may use the 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).

PRODUCT-SPECIFIC LICENSE TERMS

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.

Microsoft Dynamics CRM Workgroup Server 2015

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, Bing Maps, and Yammer (See Appendix 1)
License Mobility Within Server Farms: No
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) |

Windows Server 2012 R2 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 I) (See Appendix 1) | License Mobility Within Server Farms: | No |

Additional Terms:

**LIMITATIONS ON USE**

- At any one time, you may Run an instance of the server software in One Physical OSE, and One Virtual OSE.
- You must run the server software within a domain where the Server’s 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 relationship with any other domains.
- If both permitted Instances are running, the Instance in the Physical OSE may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service operation system environments on the licensed server. That Instance does not need to meet the requirements in (2) above. That is the only configuration that does not require the Instance to be a domain controller.
- 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 Windows Server 2012 R2 Essentials Dashboard.
  - On the 22nd 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**

A User Account is a unique user name with its associated password created through the Windows Server 2012 R2 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 R2 ESSENTIALS CONNECTOR**

You may install and use the Windows Server 2012 R2 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 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES ACCESS**

You must acquire a Windows Server 2012 R2 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2012 R2 Active Directory Rights Management Services functionality.
V**ALIDATION**

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](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, except that Microsoft may use and share the information to prevent unlicensed use of the software. 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](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](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.
Developer Tools (User License)

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)
Licensed User, OSE, Physical OSE, Production Environment, Virtual OSE

You have the rights below for each license you acquire.

- You must assign each license to a single user.
- Each Licensed User may run an unlimited number of copies of the Developer Tools software and any prior version on any device.
- 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.
- The software is not licensed for use in a Production Environment.
- 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

For MSDN subscriptions, the “software” means what is made available to your subscription level via MSDN Subscriber Downloads.

RUNNING THE SOFTWARE ON MICROSOFT AZURE PLATFORM SERVICES

- The Licensed User may run the software on Microsoft Azure Platform Services
- The use of the software remains subject to the terms and conditions of your Volume Licensing agreement.
- Except as provided here, the General License terms of the Developer Tools Licensing Model of these Product Use Rights applies to the use of the software. Despite the rights granted above, the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use and may not run Windows Server or Windows Desktop operating system software for any use on third party shared servers.
- The right to run software on Microsoft Azure Platform Services expires with the expiration of your MSDN subscription.

ADDITIONAL REQUIREMENTS

To run software on Microsoft Azure Platform Services you must:

- Activate your MSDN subscription by linking your Microsoft account to the MSDN subscription.
- Deploy your licenses only with Microsoft Azure Platform Services.
- Agree that you will remain responsible for the obligations under your Volume Licensing agreement with regards to software deployed and managed on your behalf on Microsoft Azure Platform Services.

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 R2 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.

**Product-Specific License Terms**

**BizTalk Server 2013 R2 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:

See Applicable Notices: Data Transfer (See Appendix 1)

**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)

**MSDN Platforms**
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)

**SQL Server 2014 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.

**SQL Server 2012 Parallel DataWarehouse 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:

**Visual Studio Premium 2013 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:
**Third Party Software**

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing agreement shall apply to all of the software.

**BuildServer.TXT File**

BuildServer Lists can be found at [http://go.microsoft.com/fwlink/?LinkId=286955](http://go.microsoft.com/fwlink/?LinkId=286955). 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=286955](http://go.microsoft.com/fwlink/?LinkId=286955) to use for this same purpose.

**Utilities**

Utilities Lists can be found at [http://go.microsoft.com/fwlink/?LinkId=286955](http://go.microsoft.com/fwlink/?LinkId=286955). 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.

**Technical Limitations**

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

**Microsoft SharePoint, Windows Software Development Kit (Windows SDK) and Microsoft Office Components**

The software is accompanied by Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Microsoft Office Software, including Office Primary Interop Assemblies and Windows SDKs, which are all licensed to you under their own terms. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

**Microsoft Advertising SDK**

If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data, etc.) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft’s advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an “Accept” or continue “Install” button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft’s privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location [https://choice.live.com/AdvertisementChoice/](https://choice.live.com/AdvertisementChoice/).

**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.

Visual Studio Professional 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, Location Framework, Mapping APIs, Microsoft Accounts in Visual Studio, 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:

**Third Party Software**

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing agreement shall apply to all of the software.

**BuildServer.TXT File**

BuildServer Lists can be found at http://go.microsoft.com/fwlink/?LinkId=286955. 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=286955 to use for this same purpose.

**Utilities**

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=286955. 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.

**Technical Limitations**

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

**Microsoft SharePoint, Windows SDK and Microsoft Office Components:**

The software is accompanied by Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Microsoft Office Software, including Office Primary Interop Assemblies and Windows SDKs, which are all licensed to you under their own terms. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

**Microsoft Advertising SDK**

If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data, etc.) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft’s advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an “Accept” or continue “Install” button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft’s privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location https://choice.live.com/AdvertisementChoice/.

**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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Included Technologies: Windows Software Components and SQL Server Technology (See Universal License Terms)

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TECHNICAL LIMITATIONS

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

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MICROSOFT ADVERTISING SDK

If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data, etc.) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft’s advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an “Accept” or continue “Install” button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft’s privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location https://choice.live.com/AdvertisementChoice/.

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TECHNICAL LIMITATIONS

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MICROSOFT ADVERTISING SDK

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EXTENSION AND PACKAGE MANAGER FEATURES

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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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MICROSOFT SHAREPOINT, WINDOWS SDK AND MICROSOFT OFFICE COMPONENTS:
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MICROSOFT ADVERTISING SDK
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The software includes the Package 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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**System Center – Virtual Machine Manager (SCVMM)**

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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

Product-Specific License Terms

Core Infrastructure Server (CIS) Suite Datacenter

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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.

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- 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.

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**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 Qualified 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 volume licensing 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.
Appendix 1: Notices

BING MAPS

The Product includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/fwlink?Linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkId=248686.

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The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the “Additional Mapping APIs”). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such APIs. These terms and conditions will be provided when you obtain any necessary product keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

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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.

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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.

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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, AND THE MPEG-4 PART 2 VISUAL STANDARD

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (“VIDEO STANDARDS”) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE: www.mpegla.com For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

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If turned on, Windows Defender will search your computer for many types of malicious software (“malware”), including viruses, worms, bots, rootkits, “spyware,” “adware” and other potentially unwanted software. If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated “high” or “severe” will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software.

It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

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.

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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/fwlink?linkid=9710837.

**NOTICE ABOUT THE VISUAL AND AUDIO CODEC STANDARDS**

The Windows Embedded 8.1 Industry software may include visual and audio encoding and decoding technology. It is not licensed for any implementation or distribution in any commercial product or service. You are responsible for determining and securing license rights to include the technology in any commercial products and services that you develop or use with the software.

**YAMMER**

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM: (i) posts; (ii) links to CRM records; (iii) information contained in the description field of the CRM records; and (vi) any other activity or content you or your end users share with Yammer. Yammer’s Terms of Use are available at https://www.yammer.com/about/terms/. Its Privacy Statement is available at https://www.yammer.com/about/privacy/ apply to Customer Data sent to Yammer.
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 Software Assurance for the Windows Desktop Operating System, Active Software Assurance for Windows Industry, or an active VDA 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 and other eligibility options. 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 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, 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 a 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.

1 as that term is defined in the Desktop Operating Systems section

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.
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 Software Assurance coverage, Windows Virtual Desktop Access subscription license, or MDOP license expires.

**Microsoft Dynamics CRM 2015 Professional Use Additive CAL – Unified Service Desk**

Each Microsoft Dynamics CRM 2015 Professional Use Additive CAL with active Software Assurance provides you the right to install and use Unified Service Desk (USD). The right to use USD is limited to the user or device to whom the qualifying CAL is assigned. You may not access or use USD after your Software Assurance coverage expires.

**Microsoft Dynamics AX 2012 R3 Servers – 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 in anticipation of a fail-over event.

In order to utilize this benefit, you must comply with the following terms:

- Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.
- Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

**Microsoft Dynamics AX – Localization and Updates**

Microsoft provides updates to the licensed software from time to time, which include revisions to help organizations 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.
Remote Desktop Services (“RDS”) User CAL -- Extended Rights

You may use your RDS User CALs with active Software Assurance coverage, as described in the Windows Server license terms in these Product Use Rights, with Windows Server software running on a third party’s shared servers.

Requirements:

- Maintain Software Assurance coverage on your CALs under which you exercise RDS User CAL – Extended Rights.
- For each CAL used in this manner, either (i) exercise these rights on Microsoft Azure Platform Services or (ii) designate a qualified License Mobility through Software Assurance Partner through which you will exercise these rights. A list of qualified License Mobility through Software Assurance Partners is available at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx. You may designate a new License Mobility through Software Assurance Partner or elect to move from a License Mobility through Software Assurance Partner to Microsoft Azure Platform Services, but you must wait at least 90 days following a designation or election to make a new designation or election.
- 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.
- The OSE(s) in which you exercise RDS User CAL – Extended Rights must be dedicated to and accessed only by you. Other than administrative access by your designated License Mobility through Software Assurance Partner, no other party may access the OSE(s).
- RDS User CAL – Extended Rights permit access by your users only for your internal benefit. They do not permit access by other users, such as users of solutions you make available to third parties.

You may continue to access RDS functionality running on your servers and otherwise exercise use rights under your RDS User CALs outside of these RDS User CAL – Extended Rights; however, each CAL must be assigned to the same single user accessing RDS functionality under the Extended Rights. You may reassign your CALs only as permitted in the "License Reassignment" section of the Universal License Terms. If you reassign a RDS User CAL, the former user may no longer exercise RDS User CAL – Extended Rights on the third party’s shared servers.

RDS User CAL – Extended Rights are intended to facilitate access to a graphical user interface hosted on Windows Server using RDS functionality or similar technology (sometimes referred to as “RDS Sessions.”) They do not convey any right to deploy Windows desktop operating system via virtual desktop infrastructure on the third party’s shared servers.

Your rights to exercise RDS User CAL – Extended Rights on the third party’s shared servers expires with the expiration of the Software Assurance coverage on your RDS User CALs.

Servers -- 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 OSE on the disaster recovery server can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days
- During a disaster, while the production server being recovered is down
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery server

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

- The OSE on the disaster recovery server must not be running at any other times except as above.
- The OSE on the disaster recovery server may not be in the same cluster as the production server.
- Windows Server license is not required for the disaster recovery server if the following conditions are met:
The Hyper-V role within Windows Server is used to replicate virtual OSEs from the production server at a primary site to a disaster recovery server. The disaster recovery server may be used only to run hardware virtualization software, such as Hyper-V, provide hardware virtualization services, run software agents to manage the hardware virtualization software, serve as a destination for replication, receive replicated virtual OSEs, test failover, and await failover of the virtual OSEs. The disaster recovery server may not be used as a production server.

- Use of the software in the OSE on the disaster recovery server should comply with the license terms for the software.
- Once the disaster recovery process is complete and the production server is recovered, the OSE on the disaster recovery server must not be running at any other times except those times allowed here.
- Maintain Software Assurance coverage for all CALs, External Connector licenses and Server Management Licenses under which you access your licensed software running on the disaster recovery server and manage the OSEs in which that software runs.
- 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-premises 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:

- 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 the 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 the third party’s shared servers; and/or
- Manage your OSEs that you use on your servers using software that you run on the 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 (as described here) and (ii) a related, but separately licensed Microsoft Online Service, and despite anything to the contrary in the “Use of Software with the Online Service” section in the Online Services Use Rights, your right to use incidental software provided with that related Microsoft Online Service (software that allows the servers on which your software is run, as described here, to communicate with the Online Service Microsoft provisions) deemed to extend to that third party’s shared servers. Except as expressly provided here, your right to run such software on the 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 the 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 third party shared servers;
- Maintain Software Assurance coverage for all CALs and External Connector licenses under which you access your licensed software running on third party shared servers;
- Maintain Software Assurance coverage for all Server Management Licenses under which you manage OSEs running in third party shared servers and under which you run software on third party shared servers to manage OSEs running on your servers;
- Run your licensed software and manage your OSEs on third party shared servers solely for your use and benefit;
• Deploy your licenses only with Microsoft 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](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 third party shared 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 volume 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 third party shared servers under License Mobility through Software Assurance:

<table>
<thead>
<tr>
<th>PRODUCT LICENSING MODEL</th>
<th>PRODUCT OR PRODUCT TYPE</th>
<th>LICENSE</th>
<th>PERMITTED NUMBER OF OSEs PER LICENSE/PERMITTED NUMBER OF CORES PER LICENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server/CAL</td>
<td>External Connector Licenses</td>
<td>Each External Connector license with active Software Assurance coverage</td>
<td>1 OSE per license</td>
</tr>
<tr>
<td>Server/CAL</td>
<td>SQL Server</td>
<td>Each Server license with active Software Assurance coverage</td>
<td>1 OSE per license</td>
</tr>
<tr>
<td>Per-Processor</td>
<td>All eligible Products</td>
<td>Each Processor license with active Software Assurance coverage</td>
<td>1 OSE with up to 4 virtual processors per license</td>
</tr>
<tr>
<td>Per-Core</td>
<td>All eligible Products</td>
<td>Each Core license with active Software Assurance coverage</td>
<td>One virtual core (subject to the Product Use Rights including the requirement of a minimum of 4 cores per OSE)</td>
</tr>
<tr>
<td>Management Servers</td>
<td>System Center Server Management Licenses (versions prior to System Center 2012)</td>
<td>Each Server Management license with active Software Assurance coverage</td>
<td>1 Managed OSE per license</td>
</tr>
<tr>
<td>Management Servers</td>
<td>System Center Server Management Suites</td>
<td>Each SMSE or SMSD license with active Software Assurance coverage</td>
<td>4 Managed OSEs per License</td>
</tr>
<tr>
<td>Management Servers</td>
<td>System Center 2012 R2 Standard</td>
<td>Each System Center 2012 R2 Standard Server Management license with active Software Assurance coverage</td>
<td>2 Managed OSEs per license</td>
</tr>
<tr>
<td>Management Servers</td>
<td>System Center 2012 R2 Datacenter</td>
<td>Each System Center 2012 R2 Datacenter Server Management license with active Software Assurance coverage</td>
<td>8 Managed OSEs per license</td>
</tr>
<tr>
<td>Management Servers</td>
<td>Visual Studio Deployment 2013 Standard</td>
<td>Each Visual Studio Deployment 2013 Standard Server Management license with active Software Assurance coverage</td>
<td>2 Managed OSEs per license</td>
</tr>
<tr>
<td>Management Servers</td>
<td>Visual Studio Deployment 2013 Datacenter</td>
<td>Each Visual Studio Deployment 2013 Datacenter Server Management license with active Software Assurance coverage</td>
<td>8Managed OSEs per license</td>
</tr>
</tbody>
</table>
**Servers -- Self-Hosted Applications**

The following additional licensing requirements and/or use rights apply to Self-Hosted Applications.

Self-Hosted Applications means those 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 that interact directly or indirectly with your own software to create a unified solution (“Unified Solution”) and permit third parties to use it, subject to the terms below.

**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 Licensing 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 alone are not a primary service and/or application of a Unified Solution);
- be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
- be delivered to end users over the Internet, a telephone network, or a private network from servers physically dedicated to you and under the day to day control of you or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user’s device); and
- be owned, not licensed, by you, except that your software may include non-substantive third party software that is embedded in, or 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 and the terms and conditions of your license agreement continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change until the end of your current term of Software Assurance coverage.

**Servers -- TechNet Subscription Media**

See Applicable Notices: Data Transfer

The Licensed User assigned a TechNet Subscription may install copies of the software on the user devices solely for evaluation. You may not use the software in a live operating environment, in a staging environment, in an application development environment. Except as provided here, the General License terms of the Developer Tools section of the Product Use Rights applies to the use of the 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 – 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 in anticipation of a fail-over event.

The following additional requirements apply if you have licensed the software by Physical Core or individual Virtual OSE under the Per Core licensing model:

1. 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.
2. 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.

In order to utilize this benefit, you must comply with the following terms:

- Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.
- Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

SQL Server 2014 Enterprise and Biz Talk Server 2013 Enterprise -- Unlimited Virtualization
The license terms for SQL Server 2014 Enterprise and Biz Talk Server 2013 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 Enterprise (Per User and Per Device), Windows Embedded Industry Enterprise (Per Device), and Windows Virtual Desktop Access (VDA) (Per User and Per Device)

Defined Terms in this Section (See Universal License Terms)

“Instance”, “Licensed Device”, “OSE”, “Physical OSE”, “Running Instances”, and “Virtual OSE”

“Software,” as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Embedded Industry Enterprise.

“Licensed Device,” as used here, refers to the device to which you assign active coverage.

“Licensed User”, as used here, refers to the user to which you assign active coverage. If the underlying user license is transferred from one person to another, the original user of the license is no longer licensed.

Use of the Software in this section is governed by the General License Terms in the Desktop Operating System (Per Copy Per Device) section of these Product Use Rights, the Product-Specific License Terms for Windows Enterprise or Windows Embedded Industry Enterprise 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 sections.

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 or VDA coverage expires.

Windows Software Assurance Per User License Assignment Rules:

- Windows Enterprise SA Per User USL: The Licensed User must be the Primary User of at least one device licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User’s primary work device.
- Windows Enterprise SA Per User Add-on: The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System Software Assurance coverage or Windows VDA coverage.

1 as that term is defined in the Desktop Operating Systems section

<table>
<thead>
<tr>
<th>Item</th>
<th>Windows Enterprise SA Per Device</th>
<th>Windows Enterprise SA Per User</th>
<th>Win Emb. Ind. Ent. SA Per Device</th>
<th>Win Emb. Ind. Ent. SA Per User</th>
<th>Windows VDA Per Device</th>
<th>Windows VDA Per User</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2A</td>
<td>In addition to item 1, you may run up to four Instances in Virtual OSES and one Instance in the Physical OSE locally on the Licensed Device. If all of the Instances permitted to run in</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Roaming Use Rights (under Windows Desktop Operating System Software Assurance (Per Device), Windows VDA (Per Device), and Windows Embedded Industry Software Assurance (Per Device))

**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 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section or the Windows Embedded 8.1 Industry 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 8.1 Enterprise or Windows Embedded 8.1 Industry 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.

- The single primary user<sup>1</sup> of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device<sup>2</sup> from anywhere off your or your affiliates’ premises.
- 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.
- 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.
- All Roaming Rights use must be for work-related purposes.
- 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.
- 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.

<sup>1</sup> as that term is defined in the Desktop Operating Systems section

<sup>2</sup> 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.

<table>
<thead>
<tr>
<th></th>
<th>Windows Enterprise SA</th>
<th>Win Emb. Ind. Ent. SA</th>
<th>Windows VDA</th>
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<tr>
<td>Virtual OSEs locally are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs. For Windows VDA (Per Device), the Licensed Device must also be licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise.</td>
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<td>In addition to item 1, you may run up to four instances in virtual OSEs and one instance in the physical OSE locally on devices licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.</td>
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<td>In addition to items 1 and 2B above, you may install the Software on devices with integrated screens 10.1” diagonally or less.</td>
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</tr>
<tr>
<td>You may create and store an instance of the software on up to two USB drives and use them on Licensed Devices if licensed per device and on any device if licensed per user.</td>
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</tr>
<tr>
<td>You may run Windows 8.1 Pro or Enterprise, Windows 8.1 Industry Pro or Enterprise, or any earlier versions of the Software, in place of any permitted Instance.</td>
<td>X</td>
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</tr>
<tr>
<td>You do not need a license to access your permitted Instances only to administer the Software.</td>
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</table>
Companion Devices

For the purposes of this section:

“Primary User” means the user who uses a Windows Software Assurance, Windows Embedded Industry 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 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 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, WINDOWS INDUSTRY SOFTWARE ASSURANCE, OR WINDOWS VDA)**

“Window RT Companion Device” means a Companion Device you (not a third party) have licensed for Windows RT or Windows RT 8.1.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise or Windows 8.1 Industry 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.

- The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section from a Windows RT Companion Device.
- 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.
- 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, Windows Industry Software Assurance, or Windows VDA subscription expires.

**WINDOWS COMPANION SUBSCRIPTION LICENSE (SL)**

Beginning December 1, 2014, all Windows Companion Subscription Licenses have the same use rights as if they were Windows Enterprise SA Per User Add-on.

Active Software Assurance coverage for the Windows Desktop Operating System, Windows Industry 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, Windows Industry Software Assurance, or Windows 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 8.1 Enterprise and Windows 8.1 Industry 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.

- You must assign each license to a device on which you have active Windows Software Assurance, Windows Industry Software Assurance coverage or to which you have assigned your qualifying Windows VDA subscription license.
- 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, Windows Industry Software Assurance, or Windows VDA as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section.
- 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.
- No other user may use the software under the corresponding Windows Software Assurance, Windows Industry 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.
- The Primary User may exercise these rights from or on up to four Companion Devices in any given 90 day period.
- 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, Windows Industry Software Assurance, 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.
Appendix 3: Additional Software

BizTalk Server 2013 R2 Branch

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

BizTalk Server 2013 R2 Enterprise

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

BizTalk Server 2013 R2 Standard

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

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
- Administrative Tools
- PowerShell Snap-In

Microsoft Dynamics AX 2012 R3 Server

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

Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

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

Microsoft Dynamics AX 2012 R3 Store Server

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

Microsoft Dynamics CRM 2015 Server

- Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM
- Microsoft Dynamics CRM for supported devices
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM 2015 Report Authoring Extensions
- Microsoft Dynamics CRM 2015 Best Practices Analyzer
- Microsoft Dynamics CRM 2015 Multilingual User Interface (MUI)

**Microsoft Dynamics CRM Workgroup Server 2015**

- MarketingPilot Connector for Microsoft Dynamics CRM
- Microsoft Dynamics CRM for supported devices
- Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
- Microsoft Sharepoint Grid for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM 2015 Report Authoring Extensions
- Microsoft Dynamics CRM 2015 Best Practices Analyzer
- Microsoft Dynamics CRM 2015 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 2012 Parallel Data Warehouse Core**

- HDInsight Server
- Parallel Data Warehouse Control Virtual Machine

**SQL Server 2014 Business Intelligence**

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Reply Client
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

**SQL Server 2014 Enterprise**

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Reply Client
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK
SQL Server 2014 Standard

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Client Tools SDK

- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Reply Client
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

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 2013 with SQL Server 2014 Technology

- Team Explorer for Visual Studio 2013
- 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 R2 Datacenter

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

Windows Server 2012 R2 Essentials

1. For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290989

Windows Server 2012 R2 Standard

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