



Third Party Software Licence Terms  
Microsoft  
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## MICROSOFT LICENCE TERMS

Advanced Health and Care Limited (**Advanced**) uses Microsoft Corporation (**MS**) software applications (**MS Applications**) to provide software services and hosted and other applications to customers under Microsoft's Services Provider Licence Agreement (**SPLA**) or equivalent licensing model.

Use of the MS Applications is governed by and subject to:

- (i) The Service Provider Usage Rights (**SPUR**) which can be found at: <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentType=2> or such other locations as MS may specify from time to time; and
- (ii) The Product Terms which can be found at <http://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx> or such other locations as MS may specify from time to time (**Product Terms**).

The October 2015 edition of the SPUR is attached at Annex A for information. The SPUR is typically updated by MS on a quarterly basis.

The Product Terms are typically updated by MS on a monthly basis.

A Customer's use of MS Applications under Advanced's SPLA or other licensing model with MS is subject to the SPUR and the Product Terms and the Customer shall comply with the terms of the SPUR and Product Terms to the extent terms and restrictions apply to or are relevant to end users or Advanced customers and the customer shall not do any act or thing or omit to do any act or thing in respect of MS Applications that Advanced or its customers are prohibited or restricted from doing under the SPUR or Product Terms or which will cause or result in Advanced being in breach or potential breach of the SPUR, Product Terms or the SPLA or otherwise compromise or prejudice Advanced's membership of the SPLA Program or other licensing program (the Program Guide to the MS SPLA can be found at <http://www.microsoft.com/en-gb/Licensing/licensing-programs/spla-program.aspx>. or such other locations as MS may specify from time to time).

Where relevant to the delivery of the applicable Hosting Services, the Customer is responsible for informing Advanced as to the number of MS licenses the Customer needs to cover the number of its representatives the Customer reasonably expects to use and access the relevant software applications via the Hosting Services and when this number changes.



Advanced will supply one MS named RDP SAL per concurrent connection contracted where relevant to the delivery of the applicable Hosting Services unless otherwise agreed and stated on the Order Form. The Customer must notify Advanced of the need for additional licences prior to the commencement of Hosting Services; however this number can be amended on a calendar monthly basis. At no point can the number of MS SAL licences fall below the number of concurrent connections contracted for by the Customer.

For the avoidance of doubt, MS SAL licences are per active named user on a per calendar month basis – i.e. the user is listed on the infrastructure and not deactivated, deleted or disabled (regardless of whether that user accesses the Hosting Services that calendar month).

The Customer is responsible for ensuring that it and its representatives adhere to the published licensing requirements of MS noted above. If the number of active named users accessing the Hosting Services exceeds the number of MS SAL licences, additional charges will be payable.

The Customer shall indemnify Advanced for any demand, loss, liability, damage, cost, expense or charge suffered or incurred by Advanced as a result of or in connection with the Customer not complying with published licensing requirements of MS or not having the requisite number of MS licences.

Advanced reserves the right to redirect any enquires from MS regarding end-user licensing and appropriate end user numbers to the Customer. Advanced have no visibility or control of and accept no responsibility for the Customer's staffing or licensing policies.



**ANNEX A**  
**OCTOBER 2015 EDITION OF THE SPUR**

**Microsoft Volume Licensing**

# Services Provider Use Rights

Worldwide English | October 2015

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## Introduction

The Services Provider Use Rights contained here detail how the products through the Microsoft Services Provider License Agreement (SPLA) may be used.

### Effective Date

This edition of Microsoft Services Provider Use Rights is effective October 1, 2015.

## HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

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

### Universal License Terms

These are license terms that apply to every product (except where specifically noted in the General License Terms and/or Product-specific License Terms).

### General License Terms

These are license terms that apply to all products licensed under a given model except where specifically noted in the Product-specific License Terms.

### Product-specific License Terms

These are license terms that apply specifically to the product or products under which they are listed.

## LICENSING MODELS

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There are four licensing models: [Per Processor](#), [Subscriber Access License \(SAL\)](#), [Core Based](#), and the [Host/Guest](#) Licensing model. Some products are available under one or more of these licensing models.

[Online Services](#) are available only under the Subscriber Access License model. The General License Terms and Product-specific License Terms for Online Service are listed in a separate section.

### Products Licensed Under Both Licensing Models

You may license some products under a Per Processor and/or SAL licensing model or both. These products are:

Microsoft Dynamics C5 2012  
Microsoft Dynamics GP 2015 R2  
Microsoft Dynamics NAV 2015  
Microsoft Dynamics SL 2015

You may license some products under a Core Based and/or SAL licensing model or both. These products are:

SQL Server 2014 Standard

## PRIOR EDITIONS OF THE MICROSOFT SERVICES PROVIDER USE RIGHTS DOCUMENT

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These Services Provider Use Rights generally cover the most recent version of products that are available worldwide. For license terms for products that no longer appear in this edition of the Microsoft Services Provider Use Rights, you will need to review a previous edition. To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2>. If you do not have the edition of the Microsoft Services Provider Use Rights document you need, please contact your Microsoft Account Manager.

Notwithstanding the foregoing, the older and the most recent versions of SQL will be made available until December 31, 2012. After December 31, 2012, the older versions will be removed from the Services Provider Use Rights and Price List.



## CLARIFICATIONS AND SUMMARY OF CHANGES

We designed these Services Provider Use Rights to help you license and manage Microsoft products. For use of any existing product, you may refer to these or any prior update to the product use rights that applied to your use of that product. Below we identify additions, deletions and other changes to the product use rights. Clarifications are also provided in response to Customers' questions. These clarifications reflect existing Microsoft licensing policies.

<b>Additions</b>	<b>Deletions</b>
Exchange Server 2016 Enterprise	Exchange Server 2013 Enterprise
Exchange Server 2016 Standard	Exchange Server 2013 Standard
Office Professional Plus 2016	Office Professional Plus 2013
Office Standard 2016	Office Standard 2013
Project 2016 Professional	Project 2013 Professional
Project 2016 Standard	Project 2013 Standard
Visio 2016 Professional	Visio 2013 Professional
Visio 2016 Standard	Visio 2013 Standard

CHANGES:

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# Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your Services Provider License Agreement.

## Definitions

Terms used and not defined in this Microsoft Services Provider Use Rights document have the meanings assigned to them in the Services Provider License Agreement. The following definitions also apply:

### Instance

You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software include “instances” of the software.

### Run an Instance

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.

### Operating System Environment (“OSE”)

Operating System Environment (OSE) means all or part of an operating system instance (see “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 OSE** means an OSE (see “Operating System Environment (OSE)”) that is configured to run directly on a physical hardware system. The operating system instance (see “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.

**Virtual OSE** means an OSE (see “Operating System Environment (OSE)”) that is configured to run on a virtual (or otherwise emulated) hardware system.

### Manage an OSE

To “manage 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.

### Server

A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

### Host Fabric

“Host Fabric” means a collection of physical and virtual OSEs that are configured and operated as a unit to provide virtualization, networking, management and file services.

## Assigning a License

To assign a license means simply to designate that license to one device or user.

### Physical and Virtual Processors

A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

### Physical Core

A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

### Hardware Thread

A hardware thread is either a physical core or a hyper-thread in a physical processor.

### Virtual Core

A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.



### Core Factor

The core factor is 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.

### Your Use Rights

If you comply with your Services Provider License Agreement, including these Services Provider Use Rights, you may use the software and online services only as expressly permitted in these Services Provider Use Rights.

### Rights to Use Other Versions

License terms for products permit use of one or more copies or instances at a time. For all these products, for any permitted copy or instance, you may create, store and run 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 not use different versions of different components, such as server software and additional software, unless the license terms for the product expressly permit you to do so.

### Applicable Use Rights

The product use rights in the Services Provider Use Rights when Customer first provides software services with a version of a product remain in effect for the term of the agreement, subject to the following: (1) if Microsoft introduces a new version of a product and Customer uses the new version, Customer must abide by the use rights for the new version; and (2) if Customer provides software services with an earlier version of a product, the use rights for the version of the product in the Services Provider Use Rights when Customer first provides software services with the product under the current agreement will apply, provided that if the product has components that are not part of the version originally used, any subsequent use rights specific to those components will apply to those components.

### Disaster Recovery Rights

For each instance of eligible server software licensed in the Per Processor or Per Core licensing models that 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 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 disaster recovery server must not be running at any other times except as above.
- The disaster recovery server may not be in the same cluster as the production server.
- Windows Server licenses are not required for the disaster recovery server if the following conditions are met:
  - The Hyper-V role within Windows Server is used to replicate virtual OSEs from the production server at a primary site to a disaster recovery server.
  - The disaster recovery server 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.
    - run disaster recovery workloads as described above
  - The disaster recovery server may not be used as a production server.
- Use of the software 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 disaster recovery server must not be running at any other times except those times allowed here.



## Rental Not Permitted

Rental of software is not permitted.

## Using Data Center Providers

You may use Data Center Providers in the delivery of Software Services to End Users, as described in the SPLA, for the Products that indicate “Eligible for Software Services on Data Center Providers’ Servers: Yes.” A Data Center Provider is an entity that provides software services, usually infrastructure services to another Service Provider, using Products licensed from Microsoft through their own SPLA.

## Third Party Software

If other terms come with a program licensed by a third party, those terms apply to your use of it.

## Pre-release Code

If other terms come with pre-release code, those terms apply to your use of 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. If other terms come with an update or supplement, those terms apply to your use of it.

## Technical Limitations

You must comply with any technical limitations in the software that only allow you to use it 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.

## Product Activation

Some products and online services require activation and a Volume License key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on <http://www.microsoft.com/licensing>. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines. You should not disclose keys to third parties.

If required for client software you can provide Volume License keys contained only on original media for applications requiring activation.

You may use your KMS machines only to activate copies of the software licensed under your agreement.

### 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 (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>. 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 of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the key from activation or validation.

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

### Additional Functionality

We may provide additional functionality for the software or online services. Other license terms 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.

### .NET Framework, PowerShell Software and Windows Hotfix KB975759

Microsoft .NET Framework software, PowerShell software and Windows hotfix KB975759 are part of Microsoft Windows. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Other products may also contain .NET Framework software, PowerShell Software, or Windows hotfix KB975759. These license terms govern your use of that software.

### SQL Server Technology

If your edition of the software includes a SQL Server database software product ("SQL Server Database"), you may run, at any one time, one instance of SQL Server Database in one physical or virtual Operating System Environment on one Server to support the software. You may also use that instance of SQL Server Database to support other products that include any version of SQL Server Database. You do not need SQL Server SALs for all such use.

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

If your edition of the software includes SQL Server-branded components other than a SQL Server Database, such components are licensed to you under the terms of their respective licenses. Such licenses may be found:

in the "legal", "licenses" or similarly named folder in the installation directory of the software, and may be contained in standalone license agreements or appended to the software's license agreement; or through the software's unified installer.

If you do not agree to a SQL Server-branded component's license terms, you may not use the component.

### Consent to Use of Data

We may collect and use technical information gathered as part of support services, if any, related to the software. We may use this information to improve our products or to provide customized services or technologies to you and your customers. We will not disclose this information in a form that personally identifies you.

### Third Party Internet Sites

You and your customers may link to third party Internet sites through the use of the products. We do not control the third party sites. We are not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. We are providing these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by us of the third party site.

### No Transfer of Personally Identifiable Information

The products do not transmit any personally identifiable information from your server to Microsoft computer systems without your consent.

### No Separation of Software

You may not separate the software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

### 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 client software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Live Communications Server, Windows Server, and Windows Small Business Server. It, however, does apply to SQL Technology, if 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>.

### SQL Server Reporting Services Map Report Item

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps API”) to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents 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 Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird’s Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. 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=21969>.

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; or
- publish the software, including any application programming interfaces included in the software, for others to copy; or
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

### Multiplexing

Hardware or software you use to:

- pool connections;
- reroute information;
- reduce the number of devices or users that directly access or use the product; or
- reduce the number of operating system environments (or OSEs), devices or users the product directly manages, (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

### Distributable Code

The software or online service may include code that you are permitted to distribute in programs you develop (also known as redistribution software) if you comply with the terms below. For purposes of this subsection, “you” and “your” also includes your End Users.

#### RIGHT TO USE AND DISTRIBUTE

The code and text files listed below are “Distributable Code.” These Service Provider Use Rights may provide rights to other Distributable Code.

**REDIST.TXT Files:** You may copy and distribute the object code form of code listed in REDIST.TXT files.

**Sample Code:** You may modify, copy, and distribute the source and object code form of code marked as “sample.”

**OTHER-DIST.TXT Files:** You may copy and distribute the object code form of code listed in OTHER-DIST.TXT Files.

**Third Party Distribution:** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

**Silverlight Libraries:** Copy and distribute the object code form of code marked as “Silverlight Libraries”, Silverlight “Client Libraries” and Silverlight “Server Libraries”;

#### Additional license terms for all Visual Studio Products

The software may also contain the following Distributable Code. You may:

**REDIST.TXT Files:** Copy and distribute files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkID=286955>;

**Sample Code:** Modify, copy, and distribute source and object code form of code marked as “Code Snippet”;

**Image Library:** Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

**Templates and Site Templates and Blend Site Templates for Visual Studio:** Modify, copy, deploy and distribute the source and object code form of templates and code marked as “site templates”;



**Fonts and Blend Fonts for Visual Studio:** Distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font;

**Styles and Blend Styles for Visual Studio:** Copy, modify and distribute the object code form of code identified as “X Styles”;

**Icons:** Distribute unmodified copies of code marked as “icons”;

**ASP.NET MVC and Web Tooling Extensions:** Modify, copy and distribute or deploy any .js files contained in the ASP.NET Model View Controller, ASP .NET Web Pages or in the Web Tooling Extensions as part of your ASP.NET programs;

**Visual Studio LightSwitch Project Templates:** Modify, copy and distribute or deploy the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.

**Windows Library for JavaScript.** Copy and use the Windows Library for JavaScript, without modification, in your programs that you develop for your internal use or in programs that you develop and distribute to third parties. The following also applies to your programs that work in conjunction with the Windows Library for JavaScript. The Windows Library for JavaScript files helps your programs implement the Windows design template and UI look and feel. You may distribute programs containing the Windows Library for JavaScript files only through the Windows Store and not by any other means.

**Setup Program:** Distribute distributable code included in a setup program only as part of that setup program. You may not modify it.

**EXTENSIBILITY KIT Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as “Extensibility Kit”;

**Access Runtime Files:** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2016 or Microsoft Office Access 2016 software. You and your End Users may only use these files to provide database features for your non-database management programs.

#### DISTRIBUTION REQUIREMENTS

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and end users to agree to terms that protect it at least as much as your Services Provider License Agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

#### DISTRIBUTION LIMITATIONS

You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms, except that JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files) may be distributed to run on any platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

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## Per Processor License Model

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## GENERAL TERMS

### Licensing a Server

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

#### DETERMINING THE NUMBER OF LICENSES REQUIRED

Except as stated in the Product-Specific License Terms for a given product, the number of licenses required is based on either the total number of physical processors on the server (as described in Option 1 below) or the number of virtual and physical processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, you must follow Option 2.

**Option 1: Unlimited Virtualization:** Under this option, the number of licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.

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

- A) To run instances of the server software in the physical OSE on a server, you need a license for each physical processor that the physical OSE uses.
- B) To run instances of the server software in virtual OSEs on a server, you need a license for each virtual processor\* that each of those virtual OSEs uses. If a virtual OSE uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

\*A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual OSE on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of A) and B) below:

- A) one license for every X logical processors that virtual OSE uses
- B) one license if the number of logical processors it uses is not a whole number multiple of X

"X," as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

### Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

You may reassign a license, but not within the same calendar month unless you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

### Running Instances of the Server Software

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

**Option 1: Unlimited Virtualization:** If you assign to a server licenses equal to the total number of physical processors on the server:



You may run, at any one time, any number of instances of the server software in one physical and any number of virtual OSEs on that server.

You do not need to license virtual processors.

**Option 2: Licensing based on Processors Used:** You may run, at any one time, any number of instances of the server software in physical and virtual OSEs on the licensed server. However, the total number of physical and virtual processors used by those OSEs cannot exceed the number of licenses assigned to that server.

## Running Instances of the Client Software

You may run or otherwise use any number of instances of the client software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of your devices or your customer's. You and your customers may use the client software only with the server software directly or indirectly through other client software.

## Creating and Storing Instances on Your Servers or Storage Media

You have the additional rights below for each software license you acquire.

You may create any number of instances of the server software and client software.

You may store instances of the server software and client software on any of your servers or storage media.

You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties other than your customer (and then only as permitted under your agreement)).

## Additional Licensing Requirements and/or Use Rights

### NO SUBSCRIBER ACCESS LICENSES (SALs) REQUIRED FOR ACCESS

Except as described in this Per Processor section, you do not need SALs for other devices to access your instances of the server software.

### DISTRIBUTABLE CODE

You may use Distributable Code as described in the Universal License Terms.

### SYSTEM CENTER PACKS

The license terms for the applicable System Center products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

## License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Within Server Farms in the Product-specific License Terms section below.

### ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

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

**Server Farm.** A server farm consists of up to 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).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 30 days of the last assignment).

### LICENSE REASSIGNMENT

**Within a Server Farm:** You may reassign licenses to any of your servers located within the same server farm as often as needed. The prohibition against mid-calendar month reassignment does not apply to licenses assigned to servers located within the same server farm.

**Across Server Farms:** You may reassign licenses to any of your servers located in different server farms, but not during the same calendar month.

### DETERMINING THE NUMBER OF LICENSES REQUIRED

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by OSEs in which instances of the software are running.





#### RUNNING INSTANCES OF THE SERVER SOFTWARE IN A SERVER FARM

**For all server software covered under License Mobility:** Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments (or OSEs) within a server farm. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

#### ALTERNATIVE METHOD OF COUNTING

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

virtual processors at any one time used by virtual OSEs in which instances of software are running and  
physical processors at any one time used by physical OSEs in which instances of software are running

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## PRODUCT-SPECIFIC LICENSE TERMS

### Core Infrastructure Server Suite Datacenter

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

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

#### Additional Terms:

##### PRODUCT SUITE

Core Infrastructure Server Suite Datacenter includes the rights to use multiple products. The license provides rights to use software on a server and to manage software running on that server. The same products are also available under individual software and management licenses as described in other sections of these product use rights. You are entitled to the use of the products included in the suite as permitted in this section.

By acquiring a license for Core Infrastructure Server Suite Datacenter, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the products included in the product suite.

##### CORE INFRASTRUCTURE SERVER (CIS) SUITE DATACENTER

**Definitions.** “Core Infrastructure Server (“CIS”) software” in the context of a CIS Suite Datacenter license is the Microsoft software for which you are granted use, access or management rights under the CIS Suite Datacenter license. CIS software includes the latest versions of that software made available (and any prior version).

##### APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the CIS software as modified by these license terms. You need to assign a license for each physical processor on each server on which you run CIS software.

##### CIS SOFTWARE INCLUDED

- Windows Server Datacenter
- System Center Datacenter

**Windows Server Datacenter:** You may run any number of instances of the Windows Server Datacenter in any number of operating system environments (or OSEs) on each licensed server.

**Management Licenses:** 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.

You may use the System Center software included in the CIS Software to manage any OSE on any of your devices not licensed with CIS Suite so long as you or your users separately acquire and assign management licenses as contemplated in the Services Provider Use Rights or Volume Licensing Product Use Rights as applicable for that software.

##### ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Service Provider Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Service Provider Use Rights.
- All other requirements as set forth in the Service Provider Use Rights, remain in full force and effect.



## Core Infrastructure Server Suite Standard

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

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

### Additional Terms:

#### PRODUCT SUITE

Core Infrastructure Server Suite Standard includes the rights to use multiple products. The license provides rights to use software on a server and to manage software running on that server. The same products are also available under individual software and management licenses as described in other sections of these product use rights. You are entitled to the use of the products included in the suite as permitted in this section.

By acquiring a license for Core Infrastructure Server Suite Standard, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the products included in the product suite.

#### CORE INFRASTRUCTURE SERVER (CIS) SUITE STANDARD

**Definitions.** “Core Infrastructure Server (“CIS”) software” in the context of a CIS Suite Standard license is the Microsoft software for which you are granted use, access or management rights under the CIS Suite Standard license. CIS software includes the latest versions of that software made available (and any prior version).

#### APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the CIS software as modified by these license terms. You need to assign a license for each physical processor on each server on which you run CIS software.

#### CIS SOFTWARE INCLUDED

- Windows Server Standard
- System Center Standard

**Windows Server Standard:** 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 in one virtual OSE

If you run both the permitted number of instances (physical and virtual), the instance running in the physical OSE may be used only to:

- Run hardware virtualization software
- Provide hardware virtualization services
- Run software to manage and service OSEs on the licensed server

**Management Licenses:** You are deemed to have assigned to the licensed server System Center Standard licenses equal to the number of CIS Suite Standard licenses assigned to the server.

- If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSE's on that device, then you may manage that virtual OSE and the physical OSE on the licensed server.
- You may use the System Center software included in the CIS Software to manage any OSE on any of your devices not licensed with CIS Suite so long as you or your users separately acquire and assign management licenses as contemplated in the Services Provider Use Rights or Volume Licensing Product Use Rights as applicable for that software.

#### ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Service Provider Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Service Provider Use Rights.
- All other requirements as set forth in the Service Provider Use Rights, remain in full force and effect.

## Forefront Identity Manager Synchronization Service for Hosting 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 product-specific license terms below.



License Mobility Within Server Farms: **Yes** (see [General Terms](#))See Applicable Notice: **No**Client/Additional Software: **No****Additional Terms:****SYNCHRONIZATION SERVICE USAGE ONLY**

If using only the synchronization services of Forefront Identity Manager, you may use this Product instead of Forefront Identity Manager 2012 R2 in the SAL Model section.

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## Microsoft Dynamics C5 2012

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

**Only for use in Iceland and Denmark**License Mobility Within Server Farms: **No**See Applicable Notice: **No**Client/Additional Software: **Yes** (see [Appendix 1](#))**Additional Terms:****COMPONENTS**

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

**LOCALIZATIONS AND TRANSLATIONS**

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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## Microsoft Dynamics GP 2015 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per “system database,” regardless of how many processors are used. A “system database” means the underlying database that controls your users and financial reporting units.

#### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx>

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partnersessentials/pllp> or contact your Partner Account Manager.

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## Microsoft Dynamics NAV 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per “system database,” regardless of how many processors are used. A “system database” means the underlying database that controls your users and financial reporting units.

#### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx>

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or



services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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## Microsoft Dynamics SL 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

#### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx>

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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## Provisioning System

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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

### Additional Terms:

#### RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run any number of instances of the server software on a server that is running Windows Server 2003 Editions. You may not separate component parts of the server software for use on more than one server.



**MODIFICATION**

You may modify, solely for integration with your other internal computer and server systems, only product files that are either (i) identified as .xml or .asp files, or (ii) not installed on the server as part of the product's setup program. Any permitted modifications you make to the product are not covered by the limited warranty in the services provider license agreement.

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## SharePoint 2013 Hosting

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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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

You may use the software to provide external user access to content, information, and applications. You may also use the software to provide internal users access to content, information, and applications so long as that same content and information and those same applications are also accessible by external users. Use of SharePoint Server software to provide content, information, and applications that are limited to internal users must be licensed under SharePoint Server 2013 SALs. "External users" means users that are not either (i) your customer's employees, or (ii) your customer's onsite contractors or agents. All other users are "internal users."

### RUNNING INSTANCES OF THE SERVER SOFTWARE

Despite anything to the contrary in the General License Terms, SharePoint 2013 Hosting is not eligible to be licensed under the Unlimited Virtualization option (described as option (1)). You must use the Licensing based on Processors Used option (described as option (2)) to license SharePoint 2013 Hosting.

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## System Center 2012 R2 Datacenter

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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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes**

Included Technologies: **Yes** (see [SQL Server Technology](#))

### Additional Terms:

This license is applicable only to manage OSEs running server operating system software. To determine the number of System Center licenses required, you must count and assign licenses based on the number of physical processors in the device being managed by the software. Once you assign these licenses you may manage any number of server OSEs running on the device to which the System Center 2012 R2 Datacenter licenses are assigned. System Center 2012 R2 Datacenter licenses also permit management by earlier versions of the System Center server software.

System Center 2012 R2 Datacenter includes the right to access the System Center Endpoint Protection online service and related software. Please see the Online Services Section general terms of this Service Provider Use Rights for license terms related to this online service.

System Center 2012 R2 Datacenter includes Client Software. Client Software includes all components of the product except:

- Unified Installer
- Configuration Manager Console
- Device Management Point
- Administrator Console
- Service Manager console
- Opalis Operator Console Installer
- SQL Server
- All other management consoles



### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

### 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.

### SITE HIERARCHY – GEOGRAPHICAL VIEW

System Center 2012 R2 Server 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 of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

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## 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes**

Included Technologies: **Yes** (see [SQL Server Technology](#))

### Additional Terms:

This license is applicable only to manage OSEs running server operating system software. To determine the number of System Center licenses required, you must count and assign licenses based on the number of physical processors in the device being managed by the software. Once you assign these licenses you may manage one server OSE running on the device to which the System Center 2012 R2 Standard licenses are assigned. If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSEs on that device, then you may manage that virtual OSE and the physical OSE on the licensed server. Licenses are not required for OSEs in which no instances of software are running. System Center 2012 R2 Standard licenses also permit management by earlier versions of the System Center server software.

If you have licensed one or more servers in your data center, your licenses include the following additional rights. You do not have to acquire separate licenses for:

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.

Monitoring or managing a device's hardware components' status with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

System Center 2012 R2 Standard includes the right to access the System Center Endpoint Protection online service and related software. Please see the Online Services Section general terms of this Service Provider Use Rights for license terms related to this online service.

You do not need a management SAL for:

any OSEs in which no instances of software are running,

any devices functioning only as network infrastructure devices (OSI layer 3 or below), or

any of your devices for which you are exclusively performing out of band management. Out of band management consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components (e.g., system temperature, fan speed, power on/off, system reset, CPU availability). Monitoring utilization of CPU, RAM, NIC, or storage is considered indirect management of the OSE and requires a management license.

System Center 2012 R2 Standard includes Client Software. Client Software includes all components of the product except:

- Unified Installer
- Configuration Manager Console
- Device Management Point
- Administrator Console
- Service Manager console
- Opalis Operator Console Installer
- SQL Server
- All other management consoles

#### [.NET FRAMEWORK SOFTWARE](#)

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

#### [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.

#### [SITE HIERARCHY – GEOGRAPHICAL VIEW](#)

System Center 2012 Server 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 of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,





- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

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## 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### NUMBER OF LICENSES REQUIRED

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time, one instance of the server software in one physical operating system environment (or OSE), and any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

You may run on the licensed server an instance of Web, Standard or Enterprise (the same or any earlier version) or earlier versions of Datacenter in place of Datacenter in any operating system environment (or OSE).

#### TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may permit up to two (2) users, in addition to those permitted under the general allowance of administrative users within your data center as set forth in the “Server administration and maintenance” section of your Service Provider License Agreement, to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of products licensed under your Services Provider License Agreement. These users do not need Windows Server 2012 R2 Remote Desktop Services SALs.

#### DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

#### MICROSOFT IDENTITY MANAGER 2016 FUNCTIONALITY

You must acquire a Microsoft Identity Manager 2016 Functionality SAL for each user that is authorized to directly or indirectly access Microsoft Identity Manager 2016 Functionality. Please see the SAL licensing model section for a description of the SAL license.

#### WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

You must also acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Remote Desktop Services or Windows Server 2012 R2 to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology).

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

#### WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2012 R2 Active Directory Rights Management Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Active Directory Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

#### MICROSOFT APPLICATION VIRTUALIZATION FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Microsoft Application Virtualization for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.



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## 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 product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

i) You need to license all the physical processors on the server, which permits you to run on that server, at any one time:

one instance of the server software in one physical operating system environment (or OSE) , and

one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

run hardware virtualization software, or

provide hardware virtualization services, or

run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

iii) You may run on the licensed server an instance of Web, Standard, or Enterprise (the same or any earlier version) in place of Standard in any operating system environment (or OSE).

#### TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may permit up to two (2) users, in addition to those permitted under the general allowance of administrative users within your data center as set forth in the “Server administration and maintenance” section of your Service Provider License Agreement, to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of products licensed under your Services Provider License Agreement. These users do not need Windows Server 2012 R2 Remote Desktop Services SALs.

#### DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

#### MICROSOFT IDENTITY MANAGER 2016 FUNCTIONALITY

You must acquire a Microsoft Identity Manager 2016 Functionality SAL for each user that is authorized to directly or indirectly access Microsoft Identity Manager 2016 Functionality. Please see the SAL licensing model section for a description of the SAL license.

#### WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

You must also acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Remote Desktop Services or Windows Server 2012 R2 to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology).

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

#### WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2012 R2 Active Directory Rights Management Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Active Directory Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.



### MICROSOFT APPLICATION VIRTUALIZATION FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Microsoft Application Virtualization for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

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## 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:

License Mobility Within Server Farms: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (see [Appendix 2](#))

### Additional Terms:

#### LIMITATIONS ON USE

i) You need to license all the physical processors on the server, which permits you to run on that server, at any one time:

one instance of the server software in one physical operating system environment (or OSE) , and  
one instance of the server software in a virtual operating system environment (or OSE).

ii) 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 relationships with any other domains.

iii) If both permitted Instances are running, the Instance in the Physical OSE may be used only to run hardware virtualization software or provide hardware virtualization services. That Instance does not need to meet the requirements in (ii) 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 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

#### USING THE SERVER SOFTWARE

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 SAL for each User Account through which a user directly or indirectly accesses the Windows Server 2012 R2 Active Directory Rights Management Services functionality.

#### VALIDATION

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



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

If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
  - receive reminders to obtain a properly licensed copy of the software,
- or you may not be able to obtain certain updates or upgrades from Microsoft.

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

#### DATA STORAGE TECHNOLOGY

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

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## Per Core License Model

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## GENERAL TERMS

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There is one type of software license: the core license. The number of core licenses required varies. You have the rights below for each server you properly license. See [Universal License Terms](#), for meanings of “core factor,” “hardware thread,” “instance,” “OSE,” “physical core,” “physical OSE,” “physical processor,” “run an instances,” “virtual core,” and “virtual OSE.”

### Licensing a Server

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

#### DETERMINING THE NUMBER OF LICENSES REQUIRED

You have two licensing options:

**Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at <http://go.microsoft.com/fwlink/?LinkID=229882>.

**Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

### Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

You may reassign a license, but not within the same calendar month, unless you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

### Running Instances of the Server Software

#### THE FOLLOWING APPLIES TO ENTERPRISE EDITIONS OF SERVER SOFTWARE

Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

**Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section above, you may run on the licensed server any number of instances of the server software in one physical and any number of virtual OSEs

**Individual Virtual OSE.** For each virtual OSE for which you have assigned the required number of licenses as provided in the “Individual Virtual OSE” section above, you have the right to run any number of instances of the server software in that virtual OSE.

#### THE FOLLOWING APPLIES TO STANDARD AND WEB EDITIONS OF SERVER SOFTWARE

Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

**Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section above, you may run on the licensed server any number of instances of the server software in the physical OSE.

**Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in the “Individual Virtual OSE” section above, you have the right to run any number of instances of the software in that virtual OSE.



## Running Instances of the Additional Software

You may run or otherwise use any number of instances of the corresponding additional software listed in [Appendix 1](#) in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

## Creating and Storing Instances on Your Servers or Storage Media

You have the additional rights below for each software license you acquire.

You may create any number of instances of the server software and client software.

You may store instances of the server software and client software on any of your servers or storage media.

You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above.

## Additional Licensing Requirements and/or Use Rights

### NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS

You do not need SALS for other devices to access your instances of the server software.

### DISTRIBUTABLE CODE

You may use Distributable Code as described in the Universal License Terms.

## License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Within Server Farms in the Product-specific License Terms section below.

### ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may reassign core licenses as provided in the General License Terms. Alternatively, you may reassign those licenses as provided below.

**Server Farm.** A server farm consists of up to 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).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not during the same calendar month.

- **Within a server farm.** You may reassign core licenses to any of your servers located within the same server farm as often as needed. The prohibition against mid-calendar month reassignment does not apply to core licenses assigned to servers located within the same server farm.
- **Across server farms.** You may reassign core licenses to any of your servers located in different server farms, but not during the same calendar month.

## PRODUCT-SPECIFIC LICENSE TERMS

### 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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (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.

##### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## 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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (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.

#### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## 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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (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 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. The Licensed Server may not:

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

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.

#### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## 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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: No

Client/Additional Software: **Yes** (see [Appendix 1](#))

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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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **Automatic Updates** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of the 2008 R2 version of SQL Server Datacenter edition of the software, any earlier version of SQL Server Enterprise edition of the software or a 2014 or earlier version of the following editions of the software: Business Intelligence, Standard, Workgroup, or Standard Edition for Small Business.

#### FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE in anticipation of a fail-over event. You may run the passive fail-over instances on a server other than the licensed server. However, if you licensed the server software under the "Physical Cores of a Server" section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under the "Individual Virtual OSE" section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

#### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **Automatic Updates** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

#### DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of the 2012 or earlier version of the following editions of the software: SQL Server Standard, Workgroup or Small Business.

#### FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE in anticipation of a fail-over event. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under the "Physical Cores of a Server" section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under "Individual Virtual OSE" section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.



### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## SQL Server 2014 Web 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 product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **Automatic Updates** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

### Additional Terms:

The software may be used only to support public and Internet accessible

Web pages

Web sites

Web applications

Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

### FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE in anticipation of a fail-over event. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under the "Physical Cores of a Server" section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under "Individual Virtual OSE" section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run

### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## Subscriber Access License (SAL) Model (Non-Online Services Products)

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## GENERAL TERMS

### SAL GENERAL TERMS ORGANIZATION

The terms below are organized into three sections: [Server Software](#), [Management Servers](#), and [Desktop Applications](#). The section of these General Terms applies to a given product is specified under that product in the Product-Specific License Terms section.

### Server Software

Exchange Server 2016 Standard and Enterprise	Microsoft User Experience Virtualization Hosting for Desktops v2.1
Skype for Business Server 2015	Productivity Suite
Microsoft Application Virtualization for Remote Desktop Services	Project Server 2013
Microsoft Application Virtualization Hosting for Desktops	SharePoint Server 2013
Microsoft Dynamics AX 2012 R3	SQL Server 2014 Standard
Microsoft Dynamics C5 2012	SQL Server 2014 Business Intelligence
Microsoft Dynamics CRM 2015 Service Provider	Visual Studio Team Foundation Server 2015 with SQL Server 2014 Technology
Microsoft Dynamics GP 2015 R2	Windows Server 2012 R2 Remote Desktop Services
Microsoft Dynamics NAV 2015	Windows Server 2012 R2 Active Directory Rights Management Services
Microsoft Dynamics SL 2015	
Microsoft Identity Manager 2016	

You have the rights below for each corresponding SAL you acquire.

### SUBSCRIBER ACCESS LICENSES (SALs)

You must acquire and assign a SAL to each user that is authorized to access your instances of the server software directly or indirectly, regardless of actual access of the server software. Device SALs are not available except for products that we designate in



the Product-specific License Terms section. A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the Product-specific License Terms section below.

Except as described in the Per Processor section of this document, you do not need SALs for any software licensed with a Per Processor or Per Core license.

Some products have base and additive SALs. Generally, additive SALs permit access to base functionality as well as the premium features or functionality listed for the SAL. Despite this general rule, some products require both the base SAL and the additive SAL to access premium features and functionality and some products require different SALs for specific features and functionality. See the Product-specific License Terms section below for the SAL requirements for each product.

#### TYPES OF SALs

There are three types of SALs: one for devices, one for users and one for qualified educational users (“students”). Each device SAL (for products permitting device SALs) permits one device, used by any user, to access instances of the server software on your servers. Each user SAL permits one user, using any device, to access instances of the server software on your servers. Products with student SAL offerings require qualification through the Qualified Educational Customer Addendum. Like user SALs, each student SAL permits one user, using any device, to access instances of the server software on your servers.

#### REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

You may reassign your device SAL from one device to another, or your user SAL from one user to another, but not during the same calendar month, unless you temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

#### SALs FOR SA

SALs for SA may be acquired and assigned to users who have also been assigned a qualifying Client Access License (“CAL”) with active Software Assurance (“SA”) acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned. You may not acquire SALs for SA for more than one user for any given qualifying CAL. Use rights for SALs for SA are identical to their corresponding SALs, as defined in this document. The right to assign a SAL for SA to a user or device expires when the Software Assurance coverage for the qualifying CAL expires. Use of a SAL for SA does not invalidate the use rights of the qualifying CAL. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned. For more information on ordering SALs for SA and the order validation process, please see <http://www.explore.ms> or contact your software products reseller.

SALs available for SA customers and their qualifying CALs are listed under applicable products in the Product-specific License Terms section.

#### CREATING AND STORING INSTANCES ON YOUR SERVERS OR STORAGE MEDIA.

You have the additional rights below for each software license you acquire.

You may create any number of instances of the server software and client software.

You may store instances of the server software and client software on any of your servers or storage media.

You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above.

#### SYSTEM CENTER PACKS

The license terms for the applicable System Center products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

#### SOFTWARE

**Running Instances of the Server Software:** You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

**Running Instances of the Client Software:** You may run or otherwise use any number of instances of the client software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of devices. You may use the client software only with the server software directly or indirectly through other client software.



## Management Servers

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Advanced Threat Analytics 2016  
System Center 2012 R2 Client Management Suite

System Center 2012 R2 Configuration Manager

You must acquire and assign to a device or user, the appropriate type of client SAL for the operating system environments (or OSEs) you will use your instances of the server software to directly or indirectly manage.

### Two Types of Client SALs:

#### CLIENT SAL TYPES

There are two types of client SALs: one for managed OSEs and one for users.

OSE client SALs permit your instances of the server software to manage an equal number of OSEs used by any users.

User client SALs permit your instances of the server software to manage the OSEs used by each user to whom a user client SAL is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client SALs to each of the users.

Client SALs do not permit management of any OSE running a server operating system.

#### MANAGEMENT SALs

If you acquire user client SALs, you must assign them to the users of the OSEs your instances of the server software manage.

If you acquire OSE client SALs, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client or server management SALs assigned to that device.

You do not need a management SAL for:

- any OSEs in which no instances of software are running,
- any devices functioning only as network infrastructure devices (OSI layer 3 or below), or
- 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.

#### REASSIGNMENT OF SALs

You may reassign an OSE client SAL from one device to another, or a user client SAL from one user to another, but not during the same calendar month, unless you temporarily reassign an OSE client SAL to a loaner device while the first device is out of service, or a user client SAL to a temporary worker while the user is absent.

#### SOFTWARE

You may use the software to manage:

- any number of OSEs on a device, once you assign an equal number of management SALs to that device.
- the OSEs users use, once you assign management SALs to those users.

#### SYSTEM CENTER PACKS

The license terms for the applicable System Center products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

#### 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.



**SITE HIERARCHY – GEOGRAPHICAL VIEW**

System Center 2012 R2 Server 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 of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

**.NET FRAMEWORK SOFTWARE**

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

**Desktop Applications**

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Office Multi Language Pack 2013  
 Office Professional Plus 2016  
 Office Standard 2016  
 Project 2016 Professional  
 Project 2016 Standard  
 Visio 2016 Professional

Visio 2016 Standard  
 Visual Studio Enterprise 2015  
 Visual Studio Professional 2015  
 Visual Studio Test Professional 2015

**SUBSCRIBER ACCESS LICENSES (SALS)**

You must acquire and assign a SAL to each user that is authorized to access your instances of the software directly or indirectly, regardless of actual access of the software. Device SALs are not available except for products that we designate in the Product-Specific License Terms section). A hardware partition or blade is considered to be a separate device.

**TYPES OF SALS** There is one type of SAL: user SAL.

**User SALs:** Each user SAL permits one user to use any device to access and use the software.

**CONCURRENT CONNECTIONS FOR USER SALS**

You must acquire a SAL for each concurrent connection to a server running the software (using multiple devices). For example, you must obtain one SAL for a user who wants to access the server software from both a PC and a separate laptop at different times of the day. However, you must acquire two SALs for the user if the user wants to access the software from both devices at the same time.

**REASSIGNMENT OF SALS**

You may reassign your user SAL from one user to another, but not during the same calendar month, unless you temporarily reassign your user SAL to a temporary worker while the user is absent.

**USE OF WINDOWS SERVER REMOTE DESKTOP SERVICES**

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



technology), requires a Windows Server Remote Desktop Services SAL. See the Server Software SAL General terms section above for how to assign Server Software SALs.

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## PRODUCT-SPECIFIC LICENSE TERMS

### Advanced Threat Analytics 2016

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Management Servers](#)

See Applicable Notice: No

Client/Additional Software: No

Eligible for Software Services on Data Center Providers' Servers: **Yes**

#### CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

##### You need:

Advanced Threat Analytics 2016 Client SAL

#### Additional Terms:

##### USAGE REQUIRING SAL

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

##### COUNTRY RESTRICTIONS

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

##### THIRD PARTY PROGRAMS AND NOTICES.

Certain third party code included in the software is licensed to you by Microsoft under this license agreement, rather than licensed to you by any third party under some other license terms. Notices, if any, for this third party code are included with the software may be found in the ThirdPartyNotices.txt file or in the software documentation.

##### 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 this agreement shall apply to all of the software.

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### Exchange Server 2016 Standard 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

#### SUBSCRIBER ACCESS LICENSES (SALs)

##### You need:

Exchange Server 2016 Hosted Exchange Basic SAL, **or**  
Exchange Server 2016 Hosted Exchange Standard SAL, **or**  
Exchange Server 2016 Hosted Exchange Standard Plus SAL, **or**

Exchange Server 2016 Hosted Exchange Enterprise SAL, **or**  
Exchange Server 2016 Hosted Exchange Enterprise Plus SAL, **or**  
Productivity Suite SAL

#### SALs for SA

Hosted Exchange Standard SAL

#### Qualifying CALs

Exchange Server 2016 Standard CAL, **or**



	Core CAL Suite, <b>or</b> Enterprise CAL Suite
Hosted Exchange Enterprise SAL	Exchange Server 2016 Standard CAL and Exchange Server 2016 Enterprise CAL, <b>or</b> Core CAL Suite and Exchange Server 2016 Enterprise CAL, <b>or</b> Enterprise CAL Suite

**Additional Terms:**

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

**USER SAL REQUIREMENT**

The Exchange Server 2016 Hosted Exchange Basic, Exchange Server 2016 Hosted Exchange Standard, Exchange Server 2016 Hosted Exchange Standard Plus, Exchange Server 2016 Hosted Exchange Enterprise, Exchange Server 2016 Hosted Exchange Enterprise Plus and Productivity Suite SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

**USAGE LIMITATIONS FOR EXCHANGE SERVER 2016 HOSTED EXCHANGE BASIC SAL**

Each user for whom you obtain an Exchange Server 2016 Hosted Exchange Basic SAL may use the following features of the server software:

- Outlook Web Access features that enable the features described in this SAL;
- E-Discovery;
- Exchange 2016 anti-spam;
- Multi-Mailbox Search;
- Messaging and personal folder access through the protocols described in this SAL;
- Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP), Internet Message Access Protocol (IMAP)) and Web browser access via any client;
- Personal Mail Folders (not shared with other users);
- Personal Address List (not shared with other users);
- Personal Calendar (not shared with other users);
- Personal Tasks (not shared with other users);
- Support for a single, second level domain for a single user or user organization (user obtains the right to use 'joe@smith.com' or 'joesmith@company1.com' instead of 'joe@servicesprovider.com'). Multiple suffixes (".com", ".net", ".org", etc.) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.); and
- Global Address List: address list of all users within personalized domain or within the service provider's entire domain.

**USAGE LIMITATIONS FOR EXCHANGE SERVER 2016 HOSTED EXCHANGE STANDARD SAL, EXCHANGE SERVER 2016 HOSTED EXCHANGE STANDARD PLUS SAL AND PRODUCTIVITY SUITE SAL**

Each user for whom you obtain an Exchange Server 2016 Hosted Exchange Standard SAL, Exchange Server 2016 Hosted Exchange Standard Plus SAL or Productivity Suite SAL may use the following features of the server software:

- The features of the Exchange Server 2016 Hosted Exchange Basic SAL described above;
- Support for a multiple, second level domains for a single user or user organization;
- Outlook Web Access features that enable the features described in this SAL;
- Messaging Application Programming Interface (MAPI) network protocol;
- Shared Folders;
- Public Folders;
- Shared Address List;
- Shared Contacts;
- Shared Tasks;
- Shared Calendar;
- Group scheduling, including viewing free/busy times of others;
- Mobile Notification: Receive notification of events in the server software via mobile devices;





Mobile Browse: Access the server software inbox, calendar, address book, Global Address Book and tasks via mobile devices; and  
 Mobile Synchronization: Synchronize mobile devices over wireless networks with the server software inbox, calendar, address book and tasks.

Unified Messaging

**USAGE LIMITATIONS FOR EXCHANGE SERVER 2016 HOSTED EXCHANGE ENTERPRISE SAL AND EXCHANGE SERVER 2016 HOSTED EXCHANGE ENTERPRISE PLUS SAL**

Each user for whom you obtain an Exchange Server 2016 Hosted Exchange Enterprise SAL and Exchange Server 2016 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

The features of the Exchange Server 2016 Hosted Exchange Standard SAL as described above;

Compliance Management;

Data Loss Prevention; and

In-Place Holds (Indefinite, Query-based, and Time-based)

In-Place Archive

**OUTLOOK MAC 2016 AND OUTLOOK 2016**

In addition to the limitations above, these additional terms apply to Exchange Server 2016 Hosted Exchange Enterprise Plus and Standard Plus SALs: You may create and run one instance of the Outlook Mac 2016 or Outlook 2016 client software in one physical or virtual operating system environment (or OSE) on a single device used by any user for whom you acquire a user SAL.

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## Microsoft Identity Manager 2016 Functionality

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Microsoft Identity Manager 2016 Functionality SAL

### Additional Terms:

**ACCESS RIGHTS ONLY**

SALs are required, as further described in the Windows Server license terms set forth in the processor licensing model section and in the Cloud Platform Guest license terms set forth in the Host/Guest licensing model section, for each user that is authorized to directly or indirectly access Microsoft Identity Manager 2016 Functionality.

**CERTIFICATE AND IDENTITY MANAGEMENT**

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

**SYNCHRONIZATION SERVICE USAGE ONLY**

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

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## Microsoft Application Virtualization Hosting for Desktops

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**



### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Microsoft Application Virtualization Hosting for Desktops SAL

#### Additional Terms:

**APPLICATION VIRTUALIZATION WITH MICROSOFT PRODUCTS AND COMPONENTS OF MICROSOFT PRODUCTS**

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

Microsoft Dynamics NAV 2013 R2

No other Microsoft products or components of Microsoft products are allowed.

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## Microsoft Application Virtualization for Remote Desktop Services

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

Applicable Section of SAL General Terms: [Server Software](#)

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Windows Server 2012 Remote Desktop Services SAL

#### Additional Terms:

**ACCESS RIGHTS ONLY**

SALs are required, as further described in the Windows Server license terms set forth in the processor licensing model section and in the Cloud Platform Guest license terms set forth in the Host/Guest licensing model section, for each user that is authorized to directly or indirectly access Microsoft Application Virtualization for Remote Desktop Services.

**SERVER SOFTWARE**

Notwithstanding the General Terms for Server Software, server software must be separately licensed under Windows Server 2012 processor licenses, as set forth in the license terms for Windows Server in the processor licensing model section, or Cloud Platform Guest licenses as set forth in the license terms for Cloud Platform Guest in the Host/Guest licensing model. You have no right to run instances of the server software under Windows Server Remote Desktop Services SALs.

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## Microsoft Dynamics AX 2012 R3

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Microsoft Dynamics AX 2012 R3 Self-Serve SAL, or  
 Microsoft Dynamics AX 2012 R3 Task SAL, or  
 Microsoft Dynamics AX 2012 R3 Functional SAL, or  
 Microsoft Dynamics AX 2012 R3 Enterprise SAL, or  
 Microsoft Dynamics AX 2012 R3 Store SAL

### Additional Terms:

#### DOWNGRADE RIGHTS

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

#### SAL TYPES

All SALs listed above are offered in User and Device types, except the Microsoft Dynamics AX 2012 R3 Store SAL.

#### NO SAL REQUIRED

You do not need to acquire and assign a SAL to users employed by third parties who access Microsoft Dynamics AX 2012 R3 solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.

#### LOCALIZATIONS AND TRANSLATIONS

Microsoft Dynamics AX is localized, translated, and supported by Microsoft and made generally available in select countries and languages. Please refer to <http://www.microsoft.com/en-us/dynamics/erp-explore-ax-capabilities.aspx> to learn about availability of Microsoft translations and localizations.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

#### SAL USE RIGHTS

The uses permitted under the different Microsoft Dynamics AX 2012 R3 SALs are outlined below:

**Self-Serve SAL (Base SAL):** Grants a user rights for user's own use and not for or on behalf of other individuals to (i) record time solely for payroll processing, (ii) record expenses solely for reimbursement, (iii) manage personal information, (iv) create requisitions, and (v) manage budgets related to these activities

**Task SAL (Self-Serve SAL + Task Additive SAL):** Grants a user rights to (i) record and approve any type of time and expense (ii) approve invoices (iii) approve all Self-Serve related transactions, (iv) operate a Point of Sale Device or a Warehouse Device, and (v) operate a Store Manager Device.

- "Commerce Location" or "Store" means a physical location (static or itinerant) operated by you when closing goods or services transactions with customers.



- “Performing Warehousing Functions” means receiving; putting away; performing internal stock transfers; picking, packing, and shipping goods; performing inventory count checks in the context of a warehouse management system; and posting output and materials consumption against production orders when captured as transfers of raw materials and finished goods between a warehouse and a production line (all other types of transactions are excluded).
- “Point of Sale Device” means one device located in the Commerce location, used by any individual, for the purpose of completing customer-facing sales of goods or services transactions.
- “Store Manager Device” means one device located in the Commerce Location, used by any individual, dedicated to performing the following tasks solely for that Commerce Location (i) managing and replenishing inventory, (ii) balancing cash registers and processing daily receipts, (iii) configuring and maintaining menu options displayed by the ISV Devices, (iv) purchasing supplies and services required to run the Commerce Location operations, (v) managing Commerce Location staff, (vi) processing reports required to analyze and manage Commerce Location results, and (vii) managing master data related to Commerce Location operations.
- “Warehouse Device” means one device that is solely dedicated to Performing Warehousing Functions. Each Warehouse Device must (i) not have cellular capabilities, and (ii) if the device is hand held, have a built-in barcode scanner.

**Functional SAL (Task SAL + Functional Additive SAL):** Grants a user rights to (i) use established operational cycles and business processes provided by the software, (ii) create and update (a) position requisitions or (b) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs, and (iii) approve all Task and Self-Serve related transactions.

**Enterprise SAL (Functional SAL + Enterprise Additive SAL):** Grants a user full unrestricted access to all the functionality in the server software across the ERP solution.

**Store SAL:** Grants a user access to the Store Server. A Store Server is required for every Commerce Location or Store.

For greater granularity and understanding of the required SALs you may reference to the Microsoft Dynamics AX 2012 R3 Licensing Guide available at [www.microsoft.com](http://www.microsoft.com).

**SUPPLEMENTAL LICENSE TERMS**

Your use of Ecommerce Components, Point of Sale Components and similar updates and supplements to Microsoft Dynamics AX 2012 R3 are governed by the Supplemental License Terms that you can find here: <http://www.microsoft.com/en-us/dynamics/erp-buy-ax-software.aspx>.

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## Microsoft Dynamics C5 2012

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

### Only for use in Iceland and Denmark

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Dynamics C5 2012 Basic SAL, **or**  
Dynamics C5 2012 Advanced SAL

### Additional Terms:

C5 2012 has user SALs only.

**DOWNGRADE RIGHTS**

You may use only the version of the software immediately preceding the current version as permitted under “Rights to Use Other Versions” in the Universal License Terms of this document.

**SAL EDITIONS**

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available user SAL editions for Microsoft Dynamics C5 2012 are:



Microsoft Dynamics C5 2012 Basic SAL  
 Microsoft Dynamics C5 2012 Advanced SAL  
**No SAL REQUIRED**

You do not need to acquire and assign a SAL to users employed by third parties who access Microsoft Dynamics C5 2012 solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.

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## Microsoft Dynamics CRM 2015 Service Provider

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Data Transfer, Bing Maps, Yammer** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Microsoft Dynamics CRM 2015 Essential SAL, **or**  
 Microsoft Dynamics CRM 2015 Basic SAL, **or**  
 Microsoft Dynamics CRM 2015 Professional SAL

### Additional Terms:

#### DOWNGRADE RIGHTS

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

You do not need a SAL for external users who access Microsoft Dynamics CRM 2015 through any application / graphical user interface (GUI), other than the Microsoft Dynamics CRM 2015 clients. External users means users that are not either (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

**Microsoft Dynamics CRM 2015 Essential SAL:** Allows Essential use access to Microsoft Dynamics CRM 2015 Service Provider.

**Microsoft Dynamics CRM 2015 Basic SAL:** Allows Basic use access to Microsoft Dynamics CRM 2015 Service Provider.

**Microsoft Dynamics CRM 2015 Professional SAL:** Allows Professional use access to Microsoft Dynamics CRM 2015 Service Provider and the right to install and use Unified Service Desk (USD). The right to use USD is limited to the users to whom SALs are assigned.

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## Microsoft Dynamics GP 2015 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Dynamics GP 2015 R2 Full User SAL, **or**  
 Dynamics GP 2015 R2 Standard User SAL, **and, optionally**  
 Dynamics GP 2015 R2 Limited User SAL

### Additional Terms:



### DOWNGRADE RIGHTS

Despite the “Rights to Use Other Versions” in the Universal License Terms, you may only use either Microsoft Dynamics GP 2013 or Microsoft GP 2013 R2 in place of the version licensed.

### SAL TYPES

There are 3 types of SALs.

**Full User:** a license type that allows the user to whom it is assigned direct or indirect access through any means to all of the functionality in the server software across the ERP solution. “ERP Solution” means the components of the software that control your users and financial reporting units.

**Standard User:** a license type that allows the user to whom it is assigned direct or indirect access through any means to all of the functionality in the Starter Pack across the ERP Solution, as described in the GP 2015 R2 Licensing Guide January 2015 Edition located at (<http://go.microsoft.com/fwlink/?LinkId=324885>).

**Limited User:** a license type that allows the user to whom it is assigned, direct or indirect access through any means to the ERP Solution, for purposes of completing only the tasks described below.

- (i) “Read” access to data contained in the ERP Solution; or
- (ii) Access to three predefined security role IDs, “ESS Employee”, “ESS PTE Employee”, and “ESS Purchase Requester”, for the purpose of entering and retrieving data personalized to that user; or
- (iii) “Write” access via the time and expense functionality; or
- (iv) Access to Business Portal and Management Reporter Viewer; or
- (v) Access to Business Portal (not available for Microsoft Dynamics GP 2015 R2).

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

### NO SAL REQUIRED

You do not need to acquire and assign a SAL to users employed by third parties who access Microsoft Dynamics GP 2013 solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.

### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx>.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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## Microsoft Dynamics NAV 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Dynamics NAV 2015 Full User SAL, **or**  
Dynamics NAV 2015 Standard User SAL, **and optionally**  
Dynamics NAV 2015 Limited User SAL

### Additional Terms:

#### DOWNGRADE RIGHTS

You may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the Universal License Terms of this document. These terms apply to Microsoft Dynamics NAV 2013, Microsoft NAV 2013 R2 and Microsoft Dynamics NAV 2015. These terms do not apply to versions prior to Microsoft Dynamics NAV 2013.

#### SAL TYPES

There are 3 types of SALs.

**Full User:** a license type that allows the user to whom it is assigned direct or indirect access through any means to all of the functionality in the server software across the ERP solution. "ERP Solution" means the components of the software that control your users and financial reporting units.

**Standard User:** a license type that allows the user to whom it is assigned direct or indirect access through any means to all of the functionality in the Starter Pack across the ERP Solution, as described in the NAV 2015 Licensing Guide January 2015 Edition located at (<http://go.microsoft.com/fwlink/?LinkId=324885>)

**Limited User:** a license type that allows the user to whom it is assigned, direct or indirect access to the ERP Solution, for purposes of completing only the tasks described below.

(i) "Read" access, through any means, to data contained in the ERP Solution; or

(ii) "Write" access per the limitations described in the Limited User Definition located at this link

(<http://go.microsoft.com/fwlink/?LinkId=266708>), through any client accessing the ERP Solution via the Microsoft Dynamics NAV API

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

#### NO SAL REQUIRED

You do not need to acquire and assign a SAL to users employed by third parties who access Microsoft Dynamics NAV 2015 solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.

You do not need to acquire and assign a SAL to users who are End-User's customer who access Microsoft Dynamics NAV 2015 through Web Services unless the End-User is using Microsoft Dynamics NAV 2013 R2 in the capacity of a business process outsourcer for its customers.

#### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx>.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or



services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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## Microsoft Dynamics SL 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 product-specific license terms below.

Applicable Section of SAL General Terms: <a href="#">Server Software</a>	See Applicable Notice: <b>No</b>
Client/Additional Software: <b>Yes</b> (see <a href="#">Appendix 1</a> )	Eligible for Software Services on Data Center Providers' Servers: <b>Yes</b>

### SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

Dynamics AM Full User SAL<sup>1</sup>, **or**  
Dynamics AM Light User SAL<sup>1</sup>, **or**

Dynamics BE Full User SAL<sup>2</sup>, **or**  
Dynamics BE Light User SAL<sup>2</sup>

<sup>1</sup> for Advanced Management edition

<sup>2</sup> for Business Essentials edition

### Additional Terms:

#### DOWNGRADE RIGHTS

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

#### SAL TYPES

There are 2 types of SALs. SALs are subject to editions as well. For additional information, please refer to the Microsoft Dynamics SL Licensing Guide located at <http://go.microsoft.com/fwlink/?LinkId=517614&clid=0x409>.

**Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units.

**Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.

#### SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics SL 2015 are:

- Business Essentials Edition Full User and Light User SALs
- Advance Management Edition Full User and Light User SALs

#### NO SAL REQUIRED

You do not need to acquire and assign a SAL to users employed by third parties who access Microsoft Dynamics SL 2015 solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.

#### LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx>.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available





through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partnersessentials/pllp> or contact your Partner Account Manager.

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## Microsoft User Experience Virtualization Hosting for Desktops v2.1

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

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Microsoft User Experience Virtualization Hosting for Desktops v2.1 SAL

#### Additional Terms:

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

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## Office Multi Language Pack 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Office Multi Language Pack 2013 SAL

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## Office Professional Plus 2016

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Bing Maps, Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Office Professional Plus 2016 SAL

#### Additional Terms:

##### OFFICE WEB APPS SERVER 2013

Office Professional Plus 2016 SALs include the use of Office Web Apps Server 2013. Notwithstanding terms to the contrary in the license terms provided with the Office Web Apps Server 2013 software, each user for whom you obtain an Office Professional Plus 2016 User SAL may access and use the Office Web Apps Server 2013 software. Office Web Apps Server 2013 is not included with the previous versions of Office Professional Plus SALs. Examples include Office Professional Plus 2007 SALs and Office Professional 2003 SALs.

Component products in the suite are available separately with separate SALs.

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## Office Standard 2016

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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Office Standard 2016 SAL

#### Additional Terms:

##### OFFICE WEB APPS SERVER 2013

Office Standard 2016 SALs include the use of Office Web Apps Server 2013. Notwithstanding terms to the contrary in the license terms provided with the Office Web Apps Server 2013 software, each user for whom you obtain an Office Standard 2016 User SAL may access and use the Office Web Apps Server 2013 software. Office Web Apps Server 2013 is not included with the previous versions of Office Standard SALs. Examples include Office Standard 2007 SALs and Office Standard 2003 SALs.

Component products in the suite are available separately with separate SALs.

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## Productivity 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Productivity Suite SAL

#### SALs for SA

#### Qualifying CALs

Productivity Suite SAL (for Core CAL Suite SA)

Core CAL Suite, **or**  
Enterprise CAL Suite

Productivity Suite SAL (for Enterprise CAL Suite SA)

Enterprise CAL Suite

#### Additional Terms:

Productivity Suite SAL provides rights equivalent to the following SALs: Hosted Exchange Standard SAL, Skype for Business Server 2015 Enterprise SAL, and SharePoint Server 2013 Standard SAL.

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## Project 2016 Professional

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

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Project 2016 Professional SAL

#### Additional Terms:

**COMPLIMENTARY PROJECT SERVER SAL:**

When you acquire a license for Project Professional 2016 you will be deemed to have one Project Server 2016 Device SAL.

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## Project 2016 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Project 2016 Standard SAL

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## 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

Project Server 2013 SAL

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## 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Internet Based Services Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

**You need:**

SharePoint Server 2013 Standard SAL, **or**  
Productivity Suite SAL

**For the following functionality:**

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

**You need:**

SharePoint Server 2013 Standard SAL, **AND** SharePoint Server 2013 Enterprise SAL

### SALs for SA

### Qualifying CALs



SharePoint Server 2013 Standard SAL	SharePoint Server 2013 Standard CAL, <b>or</b> Core CAL Suite, <b>or</b> Enterprise CAL Suite
SharePoint Server 2013 Enterprise SAL (please note that SharePoint Server 2013 Enterprise SAL requires the End User to have SharePoint Server 2013 Standard SAL)	SharePoint Server 2013 Standard CAL <b>and</b> SharePoint Server 2013 Enterprise CAL, <b>or</b> Core CAL Suite <b>and</b> SharePoint Server 2013 Enterprise CAL, <b>or</b> Enterprise CAL Suite

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## Skype for Business 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Recording, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Skype for Business Server 2015 Standard SAL **or**  
Skype for Business Server 2015 Enterprise SAL **or**  
Skype for Business Server 2015 Plus SAL, **or**  
Skype for Business Server 2015 Enterprise Plus SAL, **or**  
Productivity Suite SAL

SALs for SA	Qualifying CALs
Skype For Business Server Standard SAL	Skype for Business Server 2015 Standard CAL, <b>or</b> Enterprise CAL Suite
Skype for Business Server Enterprise SAL	Skype for Business Server 2015 Standard CAL and Skype for Business Server 2015 Enterprise CAL, <b>or</b> Core CAL Suite and Skype for Business Server Enterprise CAL, <b>or</b> Enterprise CAL Suite, <b>or</b> Skype for Business Online Plan 3 User SL, <b>or</b> Office 365 Enterprise E3 or E4, Academic A3 or A4, <b>or</b> Government G3 or G4* User SL
	<i>*Use of Office 365 Government G3 or G4 User SLs as Qualifying CALs may involve your customer's desire to have data processed and stored on servers accessed solely by government customers. If and how such requirement must be met is solely between you and your customer.</i>
Skype for Business Server Plus SAL	Skype for Business Server 2015 Standard CAL and Skype for Business Server 2015 Plus CAL, <b>or</b> Core CAL Suite and Skype for Business Server Plus CAL, <b>or</b> Enterprise CAL Suite and Skype for Business Server Plus CAL, <b>or</b>



Skype for Business Online Plan 3 User SL, **or**  
Office 365 Enterprise E4, Academic A4, **or** Government G4\*  
User SL

*\*Use of Office 365 Government G3 or G4 User SLs as Qualifying CALs may involve your customer's desire to have data processed and stored on servers accessed solely by government customers. If and how such requirement must be met is solely between you and your customer.*

**Additional Terms:**

**SAL TYPES**

**The available SAL types are:**

- Skype for Business Server 2015 Standard SAL (User / Device)
- Skype for Business Server 2015 Enterprise SAL (User / Device)
- Skype for Business Server 2015 Plus SAL (User / Device)
- Skype for Business Server 2015 Enterprise Plus SAL (User / Device)
- Productivity Suite SAL (User only)

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory, or Skype for Business Server.

**STANDARD SAL**

Each user or device for whom you obtain a Standard SAL or Productivity Suite SAL (user only) may use the following features of the server software.

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

**ENTERPRISE SAL**

Each user or device for whom you obtain an Enterprise SAL or Productivity Suite SAL (user only) may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality
- Room Systems functionality
- Multiple HD Video Streams functionality

**PLUS SAL**

Each user or device for whom you obtain a Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Voice Telephony functionality
- All Call Management functionality

**ENTERPRISE PLUS SAL**

Each user or device for whom you obtain an Enterprise Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality
- Room Systems functionality
- Multiple HD Video Streams functionality
- All Voice Telephony functionality



All Call Management functionality

#### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

In addition to the rights described above, these additional terms apply to Skype for Business Standard, Enterprise, Plus, Enterprise Plus, and Productivity Suite SALs:

#### SKYPE FOR BUSINESS WEB APP SERVER ROLE

You may use Skype for Business Web App Server Role on your servers solely in support of software services you deliver using Skype for Business Server.

#### SKYPE FOR BUSINESS 2015 AND LYNC FOR MAC 2011

You may create and run one instance of the Skype for Business 2015 or Lync for Mac 2011 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

#### SKYPE FOR BUSINESS WEB APP

Each device for which you acquire a Device SAL and each user for whom you acquire a User SAL may access and use the Skype for Business Web App software solely to support access to and use of Skype for Business Server 2015, which access and use will be solely for the purpose of viewing, not editing documents.

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## 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Automatic Updates** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

SQL Server 2014 Standard SAL, **or**  
SQL Server 2014 Business Intelligence SAL

### Additional Terms:

#### DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of either the 2012 version of SQL Server Standard Workgroup or Small Business edition of the software.

#### .NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Automatic Updates** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**



**SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

SQL Server 2014 Business Intelligence SAL

**Additional Terms:****SAL WAIVER FOR BATCH JOBS**

You do not need SALs 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.

**DOWN-EDITION RIGHTS**

In place of any permitted instance, you may create, store and use an instance of the 2014 or any earlier version of Standard or any version of Workgroup or Small Business.

**.NET FRAMEWORK SOFTWARE**

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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**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 product-specific license terms below.

Applicable Section of SAL General Terms: [Management Servers](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Included Technologies: **Yes** (see [SQL Server Technology](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

**CLIENT SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

System Center 2012 Client Management Suite Client SAL

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**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 product-specific license terms below.

Applicable Section of SAL General Terms: [Management Servers](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Included Technologies: **Yes** (see [SQL Server Technology](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

**CLIENT SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

System Center 2012 Configuration Manager Client SAL

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**Visio 2016 Professional**

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

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))





Client/Additional Software: **No**Eligible for Software Services on Data Center Providers' Servers: **Yes****SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

Visio 2016 Professional SAL

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## Visio 2016 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)See Applicable Notice: **Data Transfer** (see [Appendix 2](#))Client/Additional Software: **No**Eligible for Software Services on Data Center Providers' Servers: **Yes****SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

Visio 2016 Standard SAL

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## Visual Studio Enterprise 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)See Applicable Notice: **Data Transfer, Bing Maps, Location Framework, Mapping APIs, Microsoft Accounts in Visual Studio, H.264/MPEG-4 AVC and/or VC-1** (see [Appendix 2](#))Client/Additional Software: **No**Included Technologies: **Yes** (see [SQL Server Technology](#))Eligible for Software Services on Data Center Providers' Servers: **Yes****SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

Visual Studio Enterprise 2015 SAL

**Additional Terms:****BUILDSEVER.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=247624>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

**THIRD PARTY PROGRAMS AND NOTICES.**

Certain third party code included in the software is licensed to you by Microsoft under this license agreement, rather than licensed to you by any third party under some other license terms. Notices, if any, for this third party code are included with the software may be found in the ThirdPartyNotices.txt file or in the software documentation.



### EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the following features (each a “Feature”), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. 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 developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, 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, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package), and that it is your responsibility to locate, understand and comply with all applicable license terms for each such application or package; with respect to the package-manager Features, this includes your responsibility to follow the package source (feed) URL or by reviewing the packages for embedded notices or license terms. Microsoft makes no representations, warranties or guarantees as to the feed or gallery URL, any feeds or galleries from such URL, the information contained therein, or any software applications or packages referenced in or accessed by you through such feeds or galleries. Microsoft grants you no license rights for third-party software applications or packages that are obtained using the Features.

### GNU LESSER GENERAL PUBLIC LICENSED LIBRARIES

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### THIRD PARTY SOFTWARE

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### 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 end 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/>.

### MICROSOFT SQL SERVER PRODUCT COMPONENTS AND WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK)

The software may be accompanied by Microsoft SQL Server components and Windows SDK, which are licensed to you under their own terms located in the “Licenses” folder. You may only use these components in conjunction with your use of the software. If you do not agree to the components’ license terms, you may not use them.

### WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft .NET Framework, Microsoft Data Access Components, certain .dll’s related to Microsoft Build technologies; Microsoft Internet Information Services (IIS) Express and Windows Library for JavaScript components. All these are part of Windows software and the license terms for Windows apply to your use of them.



**.NET FRAMEWORK SOFTWARE**

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework, PowerShell Software, and the Windows hotfix KB975759 in the Universal License Terms.

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## Visual Studio Professional 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 product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer, Bing Maps, Location Framework, Mapping APIs, Microsoft Accounts in Visual Studio, H.264/MPEG-4 AVC and/or VC-1** (see [Appendix 2](#))

Client/Additional Software: **No**

Included Technologies: **Yes** (see [SQL Server Technology](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Visual Studio Professional 2015 SAL

#### Additional Terms:

##### BUILDSEVER.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

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The software includes the following features (each a "Feature"), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. 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 developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, 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, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package), and that it is your responsibility to locate, understand and comply with all applicable license terms for each such application or package; with respect to the package-manager Features, this includes your responsibility to follow the package source (feed) URL or by reviewing the packages for embedded notices or license terms. Microsoft makes no representations, warranties or guarantees as to the feed or gallery URL, any feeds or galleries from such URL, the information contained therein, or any software applications or packages referenced in or accessed by you through such feeds or galleries. Microsoft grants you no license rights for third-party software applications or packages that are obtained using the Features.



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#### MICROSOFT SHAREPOINT, WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK) AND MICROSOFT OFFICE COMPONENTS

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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 end 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/>.

#### MICROSOFT SQL SERVER PRODUCT COMPONENTS AND WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK)

The software may be accompanied by Microsoft SQL Server components and Windows SDK, which are licensed to you under their own terms located in the "Licenses" folder. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

#### WINDOWS SOFTWARE COMPONENTS

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#### .NET FRAMEWORK SOFTWARE

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## Visual Studio Team Foundation Server 2015 with SQL Server 2014 Technology

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Included Technologies: **Yes** (see [SQL Server Technology](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**



## SUBSCRIBER ACCESS LICENSES (SALs)

### You need:

Visual Studio Team Foundation Server 2015 SAL, **or**  
 Visual Studio Team Foundation Server 2015 Basic SAL (for Basic Configuration), **or**  
 Visual Studio Enterprise 2015 SAL, **or**  
 Visual Studio Test Professional 2015 SAL

### Additional Terms:

#### USAGE LIMITATIONS FOR VISUAL STUDIO ENTERPRISE 2015 SAL AND VISUAL STUDIO TEST PROFESSIONAL 2015 SAL

Each user for whom you obtain a Visual Studio Enterprise 2015 SAL, or Visual Studio Test Professional 2015 SAL may use the following features of the server software:

- Request and Manage Feedback
- Test Management
- Agile Portfolio Management
- Team Rooms
- Work Item Chart Authoring

#### USAGE NOT REQUIRING A SAL

A SAL is not required for users:

- To view, edit, or enter work items
- To access Team Foundation Server Reporting
- For accessing Visual Studio Online via a Team Foundation Server 2015 Proxy
- For providing approvals to stages as part of the Release Management pipeline

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#### LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2013

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#### .NET FRAMEWORK SOFTWARE

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## Visual Studio Test Professional 2015

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer, Bing Maps, Location Framework, Mapping APIs, Microsoft Accounts in Visual Studio, H.264/MPEG-4 AVC and/or VC-1** (see [Appendix 2](#))

Client/Additional Software: **No**

Included Technologies: **Yes** (see [SQL Server Technology](#))

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

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## Windows Server 2012 R2 Active Directory Rights Management Services

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

Applicable Section of SAL General Terms: [Server Software](#)

Eligible for Software Services on Data Center Providers' Servers: **Yes**

### SUBSCRIBER ACCESS LICENSES (SALs)

#### You need:

Windows Server 2012 R2 Active Directory Rights Management Services SAL

### Additional Terms:

#### ACCESS RIGHTS ONLY

SALs are required, as further described in the Windows Server license terms set forth in the processor licensing model section and in the Cloud Platform Guest license terms set forth in the Host/Guest licensing model section, for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Active Directory Rights Management Services.



**SERVER SOFTWARE**

Notwithstanding the General Terms for Server Software, server software must be separately licensed under Windows Server 2012 R2 processor licenses, as set forth in the license terms for Windows Server in the processor licensing model section, or Cloud Platform Guest licenses as set forth in the license terms for Cloud Platform Guest in the Host/Guest licensing model. You have no right to run instances of the server software under Windows Server Active Directory Rights Management Services SALs.

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## Windows Server 2012 R2 Remote Desktop Services

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

Applicable Section of SAL General Terms: [Server Software](#)

Eligible for Software Services on Data Center Providers' Servers: **Yes**

**SUBSCRIBER ACCESS LICENSES (SALs)**

**You need:**

Windows Server 2012 R2 Remote Desktop Services SAL

**Additional Terms:**

**ACCESS RIGHTS ONLY**

SALs are required, as further described in the Windows Server license terms set forth in the processor licensing model section and in the Cloud Platform Guest license terms set forth in the Host/Guest licensing model section, for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Remote Desktop Services.

**SERVER SOFTWARE**

Notwithstanding the General Terms for Server Software, server software must be separately licensed under Windows Server 2012 R2 processor licenses, as set forth in the license terms for Windows Server in the processor licensing model section, or Cloud Platform Guest licenses as set forth in the license terms for Cloud Platform Guest in the Host/Guest licensing model. You have no right to run instances of the server software under Windows Server Remote Desktop Services SALs.

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## Host/Guest License Model

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### GENERAL TERMS

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#### Host and Guest Licenses

The Host/Guest licensing model requires both host licenses and guest licenses, as well as SALs for users accessing certain guest software functionality. Host licenses are required for your “host fabric,” a collection of physical and virtual OSEs that are configured and operated as a unit to provide virtualization, networking, management, website and file services. Guest licenses are required for your guest virtual OSEs.

#### Assigning Licenses

Before you use the software for your Host Fabric, you must assign to each server in your Host Fabric one host license for each physical processor in the server. Each server to which you assign the required number of licenses is a “licensed host server.”

#### Software Use

**Host Software.** Software you license under host licenses is “host software.” After you assign the required number of host licenses, you may run any number of instances of the host software to deploy, configure, manage and operate your Host Fabric. Your use of the host software is subject to the limitations set forth in the Product Specific License Terms section.

**Guest Software.** Software you license under guest licenses is “guest software.” Guest software consists of server software and additional software. You may run the guest server software only in a virtual OSE hosted using the Hyper-V virtualization functionality of the Microsoft Cloud Platform Suite on a licensed host server. For each guest software license you acquire, you may run a single instance of the guest server software and any number of instances of the additional software. Additional software may run in physical and virtual OSEs on any number of devices and may be used only with the guest server software.

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You have the additional rights below for each license you acquire.

You may create any number of instances of the host and guest software.

You may store instances of the host and guest software on any of your servers or storage media.

You may create and store instances solely to exercise your right to run instances of software under the licenses as described above.

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### PRODUCT-SPECIFIC LICENSE TERMS

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#### Cloud Platform Suite

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License Mobility Within Server Farms: **No**

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

#### Additional Terms:

Cloud Platform Suite is licensed under host licenses.

#### RESTRICTED USE OF SOFTWARE COMPONENTS

The software includes the following components:

Windows Server 2012 R2

System Center 2012 R2

Windows Azure Pack for Windows Server

SQL Server 2012 Standard



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

**System Center 2012 R2** – You must use this component only to manage the physical and virtual OSEs in your Host Fabric and to manage instances of the Cloud Platform Guest (licensed separately) and/or instances of non-Microsoft operating systems that are hosted on your Host Fabric.

**Windows Azure Pack** – You must use this component for provisioning and deployment of any physical or virtual OSE in your Host Fabric.

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

**Windows Server 2012 R2** – You must use this component as the operating system for physical and virtual OSEs running on your Host Fabric. In any physical or virtual OSE that uses this component as the operating system, you may use all available functionality in this component to deploy, configure, manage and operate your Host Fabric. In any physical or virtual OSE that uses this component as the operating system you may, however, run only the following applications solely for the following purposes:

- System Center 2012 R2 for the purposes described above;
- Windows Azure Pack for the purposes described above;
- SQL Server 2012 Standard for the purposes described above;
- applications that are used solely to deploy, configure, manage and operate your Host Fabric.

You may not run any other application for any other purpose in any physical or virtual OSE in your Host Fabric that uses the Windows Server 2012 R2 component as its operating system.

You must acquire a separate Microsoft Cloud Platform Guest license for each instance of the Microsoft Cloud Platform Guest hosted on your Host Fabric.

**NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS**

You do not need SALS for other devices to access your instances of the software.

**.NET FRAMEWORK SOFTWARE AND THE WINDOWS HOTFIX KB975759**

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## Cloud Platform Guest

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License Mobility Within Server Farms: **No**

See Applicable Notice: **Data Transfer, H.264/AVC and VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes**

**Additional Terms:**

Cloud Platform Guest is licensed under guest licenses.

**RIGHTS TO WINDOWS SERVER**

You may create, store, and use the 2012 or earlier versions of the following editions of Windows Server instead of using the software:

- Windows Server Standard
- Windows Server Enterprise
- Windows Server Datacenter
- Windows Server Essentials
- Windows Web Server
- Windows HPC Server Operating System



These license terms apply to your use of the editions listed above. By electing this option, you will not have the right to create, store, or use a greater number of instances of the software than are permitted under these license terms.

#### DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

#### WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

You must also acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Remote Desktop Services or Windows Server 2012 R2 to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology).

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

#### WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES

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You must acquire a Microsoft Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Microsoft Application Virtualization for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

#### MICROSOFT IDENTITY MANAGER 2016 FUNCTIONALITY

You must acquire a Microsoft Identity Manager 2016 Functionality SAL for each user that is authorized to directly or indirectly access Microsoft Identity Manager 2016 Functionality. Please see the SAL licensing model section for a description of the SAL license.

#### .NET FRAMEWORK SOFTWARE

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# Online Services

[System Center Endpoint Protection](#)

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## GENERAL TERMS

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### Different Terms for Online Services Products

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We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email notice about the updates.

### Online Service Updates

We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.

### Online Service Suspension

We may suspend the online service if:

- we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
- we believe you violated your services provider license agreement, including these product use rights;
- your use exceeds any quotas specified in the documentation for that online service; or
- if we are otherwise required by law to do so.

### Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:

1. disable your account and then delete your customer data; or
2. retain the customer data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

If you indicate (1), you will not be able to extract your customer data from your account. If you do not indicate (1) or (2), we will retain your customer data in accordance with (2).

Following the expiration of the retention period, we will disable your account and then delete your customer data.

### No Liability for Deletion of Customer Data

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your customer data. You agree that we have no liability whatsoever for deletion of your customer data pursuant to these terms.



## Responsibility for Your Accounts

You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

## Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

### [MICROSOFT SOFTWARE LICENSE TERMS](#)

You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

### [AUTOMATIC UPDATES FOR MICROSOFT SOFTWARE](#)

From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.

## Use of Other Web Sites and Services

You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

## Third Party Content and Services

We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

## Your Customer Data

You may be able to submit customer data for use in connection with the online service. "Customer data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of customer data you submit for use with the online service. When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

Use, copy, distribute, display, publish, and modify your customer data;

Publish your name in connection with the customer data; and

Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your customer data.

## Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to customer data. We acquire no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.

## Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

transfer that data to Microsoft and its agents, and

permit its transfer, storage and processing.

See the online service's privacy statement for more information about how we may collect and use your information. Links to the applicable Privacy Statement are included in the Product-specific License Terms section below.



## Our Use of Customer Data

Customer data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose customer data to a third party unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

## Security of Customer Data

We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

our only responsibility with respect to the security and handling of customer data; and  
in place of any confidentiality obligation contained in your services provider license agreement or any other non-disclosure or confidentiality agreement.

## Scope of Use (Code of Conduct)

You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- use the online service in a way that could harm it or impair anyone else's use of it;
- use the online service to try to gain unauthorized access to any service, data, account or network by any means;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

## Regulatory

We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

## Use for Evaluation Purposes

Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your services provider license agreement.

## Electronic Notices

We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

## Limited Warranty

Despite terms to the contrary in your license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.

## Product Availability

The online services products may not be available in every geography.



## PRODUCT-SPECIFIC LICENSE TERMS

### System Center Endpoint Protection

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

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkID=223678>)

Security Overview: **No**

#### SUBSCRIBER ACCESS LICENSES (SALs)

**For:**

- each of your users who access the online service or related software

**You need:**

- System Center Endpoint Protection User SAL

**For:**

- each of your devices<sup>1</sup> that access the online service or related software

**You need:**

- System Center Endpoint Protection Device SAL

<sup>1</sup>For purposes of this requirement, "devices" are devices on which you run desktop operating systems. If you need to provide access to the online service for devices running a server operating system, please see the terms for System Center 2012 Datacenter and/or System Center 2012 Standard products.

#### Additional Terms:

**USE UNDER RENEWALS**

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

**SUBSTITUTION OF SCAN ENGINES**

We may substitute comparable software and files for the online services

anti-virus and anti-spam software; and signature files and content filtering data files.

**DEVICE OR USER SALs**

You may acquire a device or user SAL.

**RUNNING INSTANCES OF ADDITIONAL SOFTWARE**

You may run or otherwise use any number of instances of the additional software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of devices. You may use this additional software only with the software and online service directly or indirectly through other additional software.



## Appendix 1: Client/Additional Software

PRODUCT	LIST OF CLIENT SOFTWARE
<b>BizTalk Server RFID 2010</b>	
RFID Client and Tools RFID SDK RFID Mobile	
<b>BizTalk Server 2013 R2 Branch, Standard and Enterprise Editions</b>	
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
<b>Exchange Server 2016 Standard and Enterprise</b>	
Exchange Management Tools	
<b>Microsoft Identity Manager 2016</b>	
Change Microsoft Password Notification Service Microsoft BHOLD Suite MIM Certificate Management Client	MIM Certificate Management Bulk Issuance Client System Center Service Manager 2010
<b>Skype for Business Server 2015 Standard and Enterprise</b>	
Skype for Business 2015 Web App Plug-in Topology Builder Administrative Tools	PowerShell Snap-In Skype for Business 2015 Group Chat Administration Tool Skype for Business Server 2015 Attendant
<b>Microsoft Dynamics AX 2012 R3</b>	
Microsoft Dynamics AX 2012 R3 Windows Rich Client Software	Management Reporter 2012 for Microsoft Dynamics AX Designer Client Software
<b>Microsoft Dynamics C5 2012</b>	
Microsoft Dynamics C5 2012 Windows Rich Client Software	
<b>Microsoft Dynamics CRM 2015 Service Provider</b>	
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 Marketing Pilot Connector for Microsoft Dynamics CRM Microsoft Dynamics CRM for supported devices	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)





PRODUCT	LIST OF CLIENT SOFTWARE
<b>Microsoft Dynamics GP 2015 R2</b>	
Microsoft Dynamics GP 2015 R2 Windows Rich Client Software. Management Reporter 2012 for Microsoft Dynamics GP Designer Client Software Microsoft Dynamics GP 2015 R2 Web Client	
<b>Microsoft Dynamics NAV 2015</b>	
Microsoft Dynamics NAV 2015 Windows Rich Client Software. Microsoft Dynamics NAV 2015 Web Client Microsoft Dynamics NAV 2015 SharePoint Client Microsoft Dynamics NAV for Modern Windows App Microsoft Dynamics NAV for iPad App Microsoft Dynamics NAV for Android Tablet App	
<b>Microsoft Dynamics SL 2015</b>	
Microsoft Dynamics SL 2015 Windows Rich Client Software. Microsoft Dynamics SL 2015 Web Apps Management Reporter 2012 for Microsoft Dynamics SL Designer Client Software Microsoft Dynamics SL 2011 Connector for Dynamics CRM 2011	
<b>Project Server 2013</b>	
Software Development Kit (SDK)	
<b>SharePoint Server 2013</b>	
Software Development Kit (SDK)	
<b>SharePoint 2013 Hosting</b>	
Software Development Kit (SDK)	
<b>SQL Server 2014 Standard, Enterprise, Web and Business Intelligence</b>	
Client Tools Connectivity	Documentation Components
<b>System Center 2012 R2 Client Management Suite</b>	
Configuration Manager Client Device Management Point Custom Updates Publishing Tool Distribution Point Fallback Status Point Inventory Tool for Microsoft Updates PXE Service Point Audit Collection Services software Power Shell Business Intelligence Development Studio Legacy Components Notification Services Client Components Reporting Services Shared Tools Software Development Kit SQL Server 2008 Books Online Data warehouse management server Service Manager console AVIcode Incident Snapshot Utility AVIcode Intercept Agent	Management Point Reporting Point Secondary Site Server Server Locator Point Software Update Point State Migration Point System Health Validator Point Out of Band Service Point Connector Framework Analysis Services Shared Tools Connectivity Components Management Tools Reporting Services Report Manager SQL Server 2008 Shared Tools SQLXML Client Features SQL Server Mobile Server Tools Data warehouse database Self-service portal AVIcode Incident Upload Utility



PRODUCT	LIST OF CLIENT SOFTWARE
AVIcode Intercept Visual Studio Plug-In AVIcode SharePoint Application Cartridge AVIcode Advisor 5.7 AVIcode Intercept uX Management Pack for Operations Manager 2007 AVIcode SharePoint Application Management Pack for Operations Manager 2007 Quick Integration Kit Opalis Integration Server 6.2.2 SP1 Data Protection Manager Remote Command-Line	AVIcode Intercept SE-Viewer AVIcode BizTalk Application Cartridge AVIcode Reporting Services Cartridge AVIcode .NET Enterprise Management Pack 5.7 for Operations Manager 2007 AVIcode BizTalk Application Management Pack for Operations Manager 2007 AVIcode Reporting Services Management Pack for Operations Manager 2007 Opalis Integration Server Opalis Operator Console Installer Data Protection Manager 2010 Agent
<b>System Center 2012 R2 Configuration Manager</b>	
Configuration Manager Client Device Management Point Custom Updates Publishing Tool Distribution Point Fallback Status Point Inventory Tool for Microsoft Updates PXE Service Point Management Point Virtual Machine Manager Agent Administrator Console VMRC Client Audit Collection Services software Power Shell Business Intelligence Development Studio Legacy Components Notification Services Client Components Reporting Services Shared Tools Software Development Kit SQL Server 2008 Books Online	Reporting Point Secondary Site Server Server Locator Point Software Update Point State Migration Point System Health Validator Point Out of Band Service Point Physical to Virtual Agent Virtual Machine Manager Self Service Portal Server Application Virtualization Connector Framework Analysis Services Shared Tools Connectivity Components Management Tools Reporting Services Report Manager SQL Server 2008 Shared Tools SQLXML Client Features SQL Server Mobile Server Tools
<b>Visual Studio Team Foundation Server 2015 with SQL Server 2014 Technology</b>	
Visual Studio Team Foundation Build Services Visual Studio Team Foundation Server SharePoint Extensions	Visual Studio Team Foundation Server Project Server Extensions
<b>Windows Server 2012 R2 Standard, Datacenter, and Cloud Platform Guest</b>	
For a list of additional software go to <a href="http://go.microsoft.com/fwlink/?LinkId=290987">http://go.microsoft.com/fwlink/?LinkId=290987</a>	
<b>Windows Server 2012 R2 Essentials</b>	
For a list of additional software go to <a href="http://technet.microsoft.com/en-us/windowsserver/default.aspx">http://technet.microsoft.com/en-us/windowsserver/default.aspx</a>	

## Appendix 2: Notices



## BING MAPS

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

## LOCATION FRAMEWORK

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The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.

## MAPPING APIS

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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 license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

## MICROSOFT ACCOUNTS IN VISUAL STUDIO

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If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft Account directly to the software and you are signed into a Microsoft Account in those versions of Windows, you may automatically be signed into the software and VisualStudio.com services accessed by the software using the same Microsoft Account. This allows you to access services within the software and roam the software’s settings without being asked to re-enter your Microsoft Account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft Account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.

## NOTICE OF AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER

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If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

## NOTICE OF DATA TRANSFER

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The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

### Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software.

### Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

### Consent for Data Transfer

By using these software features, you consent to the transmission of computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software.



## NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD

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This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

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

## POTENTIALLY UNWANTED SOFTWARE

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If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

## RECORDING NOTICE

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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).

## YAMMER

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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 (iv) 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.

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