

# Online Services (User or Device Subscription License, Services Subscription License, and/or Add-on Subscription License)

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# Introduction

## GENERAL LICENSE TERMS

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Before you access and use an Online Service, you must acquire and assign the User, Device, Services or Add-on SLs that correspond to that online service. The appropriate SLs for each Online Service are listed in the Service-Specific Terms section. If both User and Device SLs are listed for an Online Service, you can acquire either.

### Definitions

Terms used in these Online Services Use Rights but not defined will have the definition provided in the agreement under which the Online Service was purchased (your “volume licensing agreement”). To the extent the following terms are not defined in your volume licensing agreement, the following definitions apply:

**CAL** means client access license.

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

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

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

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

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

**Non-Microsoft Product** means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Online Services or elsewhere. It also includes any third-party branded software, data, service, website or other product made available by Microsoft through the Windows Azure Store, Gallery, or other feature of our Online Services. For any such third-party branded product, the terms governing your use of the Non-Microsoft Product will be as set forth in the Windows Azure Store, Gallery or other Online Service feature, as applicable.

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

**Physical OSE** means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

**Primary User** means the user who uses the device more than 50% of the time in any 90 day period.

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

**SL** means subscription license.

**Social Content** means publicly available content collected from the social media networks, such as Twitter, Facebook, YouTube, and data indexing or data aggregation services. Social Content may contain personally identifiable information in response to your search queries. Social Content is not Customer Data.

**Server** means a physical hardware system capable of running server software.

**Virtual OSE** means an OSE that is configured to run on a virtual hardware system.

## Your Use Rights

If you comply with your volume licensing agreement, you may use the software and Online Services as expressly permitted in these Online Services Use Rights. You have no right to continue to use the Online Services after the expiration, termination or cancellation of your SL.

## 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 to provide you the applicable Online Service. This does not apply to software or services we license you.

## Our Use of Customer Data; Third Party Requests

Customer data will be used only to provide you the Online Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Online Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam). We will not use your Customer Data or derive information from it for any advertising or other commercial purposes.

We will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for Customer Data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose Customer Data to a third party, we will promptly notify you and provide a copy of the demand, unless legally prohibited from doing so. You are responsible for responding to requests by a third party regarding your use of the Online Service, such as a request to take down content under the Digital Millennium Copyright Act.

## Terms Updates

We may update these terms from time to time. Changes to these terms that we introduce with updates or supplements to the Online Service or related software, are required by law, or do not materially affect your use of the Online Services will apply immediately. For any other changes, your use of the Online Service under any existing license will be governed by these terms without those updates during the lesser of either: 12 months from the time you first use it or the length of your committed term. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the terms updates by using the Online Service after we publish them in an updated version of these Online Services Reseller Use Rights or send you an email notice about the updates.

## Online Service Updates

We may modify the features or update the Online Service and software at any time. After a modification or update, some previously available functionality or features may change or may no longer be available.

## Online Service Expiration or Termination

Upon expiration or termination of your Online Service subscription, you may contact Microsoft and tell us whether to:

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

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

Following the expiration of the retention period, we will disable your account and delete your Customer Data. Cached or back-up copies will be purged within 30 days of the end of the retention period.

The Online Service may not support retention or extraction of software provided by you to run in the Online Service.

### NO LIABILITY FOR DELETION OF CUSTOMER DATA

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

## Availability of Online Service

Availability of Online Service, some of its functionality, and language versions varies by country. End users may only use the Online Service or certain functionality of the Online Service, as is made available in the primary location of the end user. Information on availability is located at <http://www.microsoft.com/online/faq.aspx#international> or at an alternate site Microsoft identifies.

## Responsibility for Your Accounts

You are responsible for all activities with your Online Service accounts including acts of users you provision and third parties that take place through your accounts or associated accounts. You must tell us right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the Online Service.

## Use of Software with the Online Service

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

### MICROSOFT SOFTWARE LICENSE TERMS

You may install and use the software on your devices only for use with the Online Service. In some cases, the number of copies of the software you will be permitted to use or the number of devices on which you will be permitted to use the software will be limited as described in the service specific terms for the Online Service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the Online Service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

### AUTOMATIC UPDATES FOR MICROSOFT SOFTWARE

From time to time, we may check your version of the software and recommend or download to your devices updates or supplements to the software you license. Use of updates or supplements may be subject to additional terms that accompany them. You may not receive notice when we download the update.

## Use of Other Web Sites, Applications and Services

You may need to use certain Microsoft web sites or services to access and use the Online Services. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office Store or another Microsoft marketplace. If so, the terms of use associated with those web sites, applications or services, as applicable, apply to your use of them.

## Third Party Content and Services

We are not responsible for any third party content or services 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). When you submit customer data for use with any Online Service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to use, copy, distribute, display, publish, and modify the Customer Data.

## Third Party Scripts and Code

An Online Service may reference third party scripts or code. Those third party scripts or code are licensed to you by the third parties that own the code, not by Microsoft.

## Referenced Third Party Software

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

## No High Risk Use

The Online Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Neither you nor your end users have the right to use the Online Service in any application or situation where the Online Service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Online Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of the use of the Online Service in connection with any High Risk Use.

## Acquired Rights

You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We must notify you promptly in writing of a claim subject to this section. We must (1) give you

sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

## Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to you through your use of Microsoft Online Services or via other means. The use of this Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product. For your convenience, Microsoft may include charges for the Non-Microsoft Product as part of your bill for Microsoft's Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product.

You are solely responsible for any Non-Microsoft Product that you install or use with the Online Service. We are not a party to and are not bound by any terms governing your use of any Non-Microsoft Product.

If you install or use any Non-Microsoft Product with the Online Service, then you, not Microsoft, direct and control the installation and use of it in the Online Services through your use of application programming interfaces and other technical means that are part of the Online Service. We will not run or make any copies of such Non-Microsoft Product outside of our relationship with you.

If you install or use any Non-Microsoft Product with the Online Service, you may not do so in any way that would subject our intellectual property or technology to obligations beyond those included in your volume licensing agreement.

## Educational Institutions

To the extent that you are an educational agency or institution to which FERPA regulations apply, Microsoft acknowledges that for the purposes of this Online Services Use Terms document, it will be designated as a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. FERPA is the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

If you are an educational institution, you understand that Microsoft may have no or limited contact information for your students and students' parents in its possession. Consequently, you will be responsible for any parental consent for any end users' use of the Online Service as may be required by applicable law and convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of a judicial order or lawfully issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

## Privacy

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

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.

For more information about how we may collect and use your information, see the following privacy statements, each of which governs for the applicable Online Service in the event of any conflict with these General Terms:

- Azure Rights Management: <http://www.microsoft.com/online/legal/?langid=en-us&docid=5>
- Office 365, OneDrive for Business: <http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>
- Office 365 Pro Plus, Project Online, Project Pro for Office 365, and Visio Pro: <http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033>
- Power BI for Office 365: <http://www.microsoft.com/privacystatement/en-us/PowerBIforOffice365/Default.aspx>
- Yammer Enterprise: <https://www.yammer.com/about/privacy>

## Security of Customer Data

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

- our only responsibility with respect to the security and handling of Customer Data; and
- in place of any confidentiality obligation contained in your volume licensing agreement or any other non-disclosure or confidentiality agreement.

For more information, see the following, as applicable:

- Exchange Hosted Services: <http://go.microsoft.com/fwlink/?LinkId=137325>

- Yammer: <https://www.yammer.com/it/security>

## Service Level Agreement

A Service Level Agreement (SLA) applies to Online Services (except where specifically noted in the Service-specific terms for a service). For more information regarding the Online Services SLA, see <http://microsoft.com/licensing/contracts>.

## Acceptable Use Policy

Neither you nor those that access the Online Service through you may use the Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- for any High Risk Use

Violation of the Acceptable Use Policy may result in suspension of 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 material 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 Online Services, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your volume 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.

## Technical Limitations

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

## License Reassignment

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

### LIMITATIONS ON LICENSE REASSIGNMENT

Except as permitted below, you may not reassign licenses on a short-term basis (within 90 days of the last assignment).

### CONDITION ON LICENSE REASSIGNMENT

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

### SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

- **User/Device Subscription Licenses (SLs).** You may reassign a user or device SL on a short-term basis, to cover a user's absence or the unavailability of a device that is out of service. Reassignment of these licenses for any other purpose or timeframe must be permanent. This right does not apply to Windows Intune with Windows Desktop Operating System User SLs.

## Product Activation

Some products and Online Services are protected by technological measures and require activation and a volume licensing key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a product key is required, see the Product Activation section on <http://www.microsoft.com/licensing>. You are responsible for both the use of product keys assigned to you and activation of products using your Key Management Service (KMS) machines. Volume licensing product keys are confidential and subject to the confidentiality provision in your volume licensing agreement. You may not



disclose product keys to third parties at any time, even after your volume licensing agreement terminates or expires and notwithstanding any time limitation to the contrary.

#### KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

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

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

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

#### PROPER USE OF KMS

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

#### UNAUTHORIZED USE OF MAK OR KMS KEYS

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

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

## Font Components

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

## 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 software. This does not apply to Windows Server or .NET Framework (see below). If you offer online services, then by accessing or using the Online Services, you agree to waive (currently and prospectively) any competitive use, access and benchmark testing restrictions in the terms of use that govern your online services to the extent they are more restrictive than this paragraph.

#### MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework (".NET Components"). 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 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 CALs 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 terms, you may not use the component.

## Creating and Storing Instances

You may create and store any number of Instances of the software on any of your servers or storage media solely to exercise your right to run Instances of the software.

## 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.

## 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.

## Distributable Code

The Product may include code that you are permitted to distribute in programs you develop if you comply with the terms below.

### RIGHT TO USE AND DISTRIBUTE

The code and text files listed below are “Distributable Code.” These Product 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”

### 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 external end users to agree to terms that protect it at least as much as your volume licensing agreement, including these Online Services Reseller Use Rights;
- 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 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.

## Software Plus Services

Microsoft may provide services through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. You may not use the services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

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# Service-Specific License Terms

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## Office 365 Applications

### Office 365 Business

#### DESKTOP APPLICATIONS USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software
- Office 365 Business User SL

#### Additional Terms that apply to Office 365 Business:

APPLICABLE NOTICES: the Bing Maps Notice in Appendix 1 applies.

##### SMARTPHONE AND TABLET DEVICES

1. Each user to whom you assign a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets.
2. The terms of use included with your Microsoft Office Mobile software controls to the extent of any conflict with these Product Use Rights.\*
3. Your right to install and use Microsoft Office Mobile software on your smartphone devices does not create or extend any warranty or support obligation for the hardware or other software running on your smartphone devices.

\* Please also see "Use of Other Web Sites, Applications and Services" for Online Services under this Online Services Reseller Use Rights document.

##### ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the Online Service, you must install the upgrade on all devices using the Online Service to prevent an interruption of the Online Service.

##### SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

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## Office 365 ProPlus

### DESKTOP APPLICATIONS USER SLs

#### **Required for each of your:**

- Users who access the Online Service or related software

#### **Required SL:**

- Office 365 ProPlus User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Midsize Business User SL

### Additional Terms that apply to Office 365 ProPlus:

APPLICABLE NOTICES: the Bing Maps Notice in Appendix 1 applies.

#### SMARTPHONE AND TABLET DEVICES

1. Each user to whom you assign a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets.
2. The terms of use included with your Microsoft Office Mobile software controls to the extent of any conflict with these Product Use Rights.\*
3. Your right to install and use Microsoft Office Mobile software on your smartphone devices does not create or extend any warranty or support obligation for the hardware or other software running on your smartphone devices.

\* Please also see "Use of Other Web Sites, Applications and Services" for Online Services under this Online Services Reseller Use Rights document.

#### OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE

1. Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the user to whom you assign the user SL to use Office Home & Student 2013 RT as provided here during the term of your Subscription.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the service does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

#### LICENSE TERMS FOR OFFICE WEB APPS SERVER 2013

If Office Web Apps Server 2013 software is included with your Office 365 ProPlus subscription licensed under a volume license agreement, your use of it is subject to the terms that come with the Office Web Apps Server 2013 software. You must accept those license terms in order to use the software. This does not apply if you license under the Microsoft Online Subscription Agreement or the Microsoft Agreement for Online Services.

#### ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the Online Service, you must install the upgrade on all devices using the Online Service to prevent an interruption of the Online Service.

#### SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

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## Project Pro for Office 365

### USER SLs

#### **Required for each of your:**

#### **Required SL:**

- Users who access the Online Service or related software
  - Project Pro for Office 365 User SL, **or**
  - Project Online with Project Pro for Office 365 User SL

### Additional Terms that apply to Project Pro for Office 365:

SERVICE LEVEL AGREEMENT: no

#### INSTALLATION AND USE RIGHTS

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

1. may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
2. may also install the software, with Shared Computer Activation (SCA), on a network server of Microsoft Azure Platform Services and use the software to create, edit, or save documents. For the purpose of this use right “network server” means a physical hardware server solely dedicated to Customer use.
3. must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

#### USE OF APPLICATIONS ON A NETWORK SERVER OR MICROSOFT AZURE PLATFORM WITH SHARED COMPUTER ACTIVATION (SCA)

Licensed users of Office 365 ProPlus, Visio Pro for Office 365 and Project Pro for Office 365 may also use software included with their USL(s) on a Network Server or Microsoft Azure Platform Services with SCA. They may use the software to create, edit or save documents. “Server” means a physical hardware server solely dedicated to customer use.

#### ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the Online Service, you must install the upgrade on all devices using the Online Service to prevent an interruption of the Online Service.

#### SUBSCRIPTION VALIDATION

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with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

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## Visio Pro for Office 365

### USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software
- Visio Pro for Office 365 User SL

### Additional Terms that apply to Visio Pro for Office 365:

SERVICE LEVEL AGREEMENT: no

#### INSTALLATION AND USE RIGHTS

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

1. may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
2. may also install the software, with Shared Computer Activation (SCA), on a network server of Microsoft Azure Platform Services and use the software to create, edit, or save documents. For the purpose of this use right “network server” means a physical hardware server solely dedicated to Customer use.
3. must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

#### ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the Online Service, you must install the upgrade on all devices using the Online Service to prevent an interruption of the Online Service.

#### SUBSCRIPTION VALIDATION

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## Office 365 Related Services

### Exchange Online Archiving for Exchange Online

#### USER SLs

**Required for each of your:**

- Users whose Customer Data is processed and stored by the Online Service or related software

**Required SL:**

- Exchange Online Archiving User SL (for Exchange Online)

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## Exchange Online Archiving for Exchange Server

### USER SLs

**Required for each of your:**

- Users whose Customer Data is processed and stored by the Online Service or related software

**Required SL:**

- Exchange Online Archiving User SL

### Additional Terms:

USE WITH EXCHANGE SERVER 2013 STANDARD CAL

Users licensed for Exchange Server 2013 Standard CAL may access the Exchange Server 2013 Enterprise CAL features necessary to support use of Exchange Online Archiving for Exchange Server.

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## Exchange Online Basic

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software

**Required SL:**

- Exchange Online Basic User SL

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## Exchange Online Kiosk

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software

**Required SL:**

- Exchange Online Kiosk User SL, **or**
- Office 365 Enterprise K1 User SL



## Exchange Online Plan 1

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software. Archiving may be used for messaging storage only.

**Required SL:**

- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Midsize Business User SL

## Exchange Online Plan 2

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software. Archiving may be used for messaging storage only.

**Required SL:**

- Exchange Online Plan 2 User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Exchange Online Plan 2E User SL

### Additional Terms:

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive.

If you renew from Exchange Hosted Archive into Exchange Online Plan 2 and have not yet migrated to Exchange Online Plan 2, your licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until your migration to Exchange Online Plan 2 and the expiration of your Exchange Online Plan 2 User SLs (whichever is earlier).

## Exchange Online Protection

### USER SLs

**Required for each of your:**

- Users whose Customer Data is processed by the Online Service or related software

**Required SL:**

- Exchange Online Kiosk User SL, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Protection User SL, **or**
- Office 365 Enterprise K1 User SL, **or**
- Office 365 Enterprise E1 User SL, **or**
- Office 365 Enterprise E3 User SL, **or**
- Office 365 Enterprise E4 User SL

Shared, resource, and application-based mailboxes do not require a license for Exchange Online Protection.

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## Lync Online Plan 1

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software.

**Required SL:**

- Lync Online Plan 1-2 User SL, **or**
- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Midsize Business User SL, **or**
- Live Meeting Professional User SL, **or**
- Live Meeting Standard User SL

### Additional Terms:

APPLICABLE NOTICES

The Recording and the H.264/MPEG-4 AVC and/or VC-1 Notices in Appendix 1 apply.

MICROSOFT SILVERLIGHT SOFTWARE

Lync 2010 includes Silverlight. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology.

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## Lync Online Plan 2

### USER SLs

**Required for each of your:**

Authenticated users who access the Online Service or related software. However,

- Users licensed for Lync Online Plan 1
- Users licensed for Lync Server Standard CAL
- Users licensed for Lync Server Enterprise CAL

do not need the required SLs to access the Online Service for purposes other than scheduling or conducting a web conference.

**Required SL:**

- Lync Online Plan 2 User SL, **or**
- Office 365 Enterprise E1, E3 or E4 User SL, **or**
- Office 365 Enterprise E1, E3 or E4 User SL, **or**
- Office 365 Midsize Business User SL, **or**
- Live Meeting Professional User SL, **or**
- Live Meeting Standard User SL

### Additional Terms:

APPLICABLE NOTICES

The Recording, H.264/AVC, MPEG-4 AVC, and/or VC-1 Notices in Appendix 1 apply.

## Lync Online Plan 3

### USER SLs

**Required for each of your:**

Authenticated users who access the Online Service or related software.

However,

- Users licensed for Lync Online Plan 1
  - Users licensed for Lync Server Standard CAL
  - Users licensed for Lync Server Enterprise CAL
- External users who are not authenticated do not need the required SLs to access the Online Service for purposes other than (i) scheduling or conducting a web conference, or (ii) initiating a voice call through the public switched telephone network (PSTN).

**Required SL:**

- Lync Online Plan 3 User SL, **or**
- Office 365 Enterprise E4 User SL

### Additional Terms:

APPLICABLE NOTICES

The Recording, H.264/AVC, MPEG-4 AVC, and/or VC-1 Notices in Appendix 1 apply.

## Lync-to-Phone Add-on for Office 365 Small Business and Small Business Premium

### USER SLs

**Required for each of your:**

Authenticated users who access the Online Service or related software.

**Required SL:**

- Lync-to-Phone Add-on for Small Business and Small Business Premium User SL

### Additional Terms:

APPLICABLE NOTICES

The Recording, H.264/AVC, MPEG-4 AVC, and/or VC-1 Notices in Appendix 1 apply.

## Office 365 Business Essentials

### USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software.
- Office 365 Business Essentials User SL

## Office 365 Business Premium

### USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software.
- Office 365 Business Premium User SL

## Office 365 Small Business

### USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software.
- Office 365 Small Business User SL

## Office 365 Small Business Premium

### USER SLs

**Required for each of your:**

**Required SL:**

- Users who access the Online Service or related software.
- Office 365 Small Business Premium User SL

### Additional Terms:

TERMS FOR YOUR USE OF OFFICE APPLICATIONS:

INSTALLATION AND USE RIGHTS

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The licensed user may also use the software activated by another user under a different User SL.
3. You may allow other users to remotely access the software solely to provide support services.

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#### SMARTPHONE AND TABLET DEVICES

1. Each user to whom you assign a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets
2. The terms of use included with your Microsoft Office Mobile software controls to the extent of any conflict with these Product Use Rights.\*
3. Your right to install and use Microsoft Office Mobile software on your smartphone devices does not create or extend any warranty or support obligation for the hardware or other software running on your smartphone devices.

#### ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the Online Service, you must install the upgrade on all devices using the Online Service to prevent an interruption of the Online Service.

#### REQUIRED CONNECTION

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

#### SUBSCRIPTION VALIDATION

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#### OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE

1. Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the user to whom you assign the user SL to use Office Home & Student 2013 RT as provided here during the term of your Subscription.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the service does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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## Office Online

### USER SLs

#### **Required for each of your:**

- Users who access the Online Service or related software. External users invited to site collections via Share-by-Mail functionality do not need User SLs.

#### **Required SL:**

- Office Online User SL, **or**
- Office 365 Enterprise K1 User SL, **or**
- Office 365 Enterprise E1, E3 or E4 User SL, **or**
- Office 365 Midsize Business User SL, **or**

- Office 365 ProPlus User SL

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## Power BI for Office 365

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### USER SLs

**Required for each of your:**

- Authenticated users who access the Online Service or related software.

**Required SL:**

- Power BI for Office 365 User SL, or
- 

### Additional Terms:

APPLICABLE NOTICE: Bing Maps Notice in Appendix 1 applies.

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## Project Lite

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### USER SLs

**Required for each of your:**

- Users who access the service or related software

**Required SL:**

- Project Lite User SL

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## Project Online

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### USER SLs

**Required for each of your:**

- Users who access the service or related software

**Required SL:**

- Project Online User SL

### Additional Terms:



## SHAREPOINT ONLINE

Your Project Online service requires the use of SharePoint Online Plan 2, which will be provisioned for you as part of the Project Online service. You may use such SharePoint Online Plan 2 service only in conjunction with your permitted use of Project Online, and only for the purpose of supporting the functionality for which you use Project Online. You have no other rights to use SharePoint Online Plan 2 under these license terms.

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## SharePoint Online Kiosk

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### USER SLs

**Required for each of your:**

- Authenticated users who access the Online Service or related software for “read only” access to view site content and “edit privileges” for browser based or InfoPath forms, and Office 365 Enterprise K1 Users who access the Online Service to create and edit Office documents. No other access and use of the service is permitted. External Users invited to site collections via Share-by Mail functionality do not need User SLs

**Required SL:**

- Office 365 Enterprise K1 User SL

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## SharePoint Online Plan 1

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### USER SLs

**Required for each of your:**

- Authenticated users who access the Online Service or related software. However, you may not access Infopath, Excel Services, Visio Services, Enterprise Search, E-discovery, or Business Connectivity Services. External Users invited to site collections via Share-by-Mail functionality do not need User SLs.

**Required SL:**

- SharePoint Online Plan 1 User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- Office 365 Enterprise E1, E3-E4 User SL, **or**
- Office 365 Midsize Business User SL

### ADD-ON SLs

**When Required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

**Required SL:**

- Office 365 Extra File Storage Add-on SL
-

## SharePoint Online Plan 2

### USER SLs

**Required for each of your:**

- Authenticated users who access the Online Service or related software. External Users invited to site collections via Share-by-Mail functionality do not need User SLs.

**Required SL:**

- SharePoint Online Plan 2 User SL, **or**
- Office 365 Enterprise E3-E4 User SL

### ADD-ON SLs

**When required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

**Required SL:**

- Office 365 Extra File Storage Add-on SL

## OneDrive For Business

### USER SLs

**Required for each of your:**

- Users who access the Online Service or related software.

**Required SL:**

- OneDrive for Business User SL

## Other Online Services

### Microsoft Rights Management

#### USER SLs

**Required for each of your:**

- Users who access the service or related software to apply rights management to content

**Required SL:**

- Microsoft Rights Management User SL SL

## Windows Intune Online Services

### USER SLs

**Required for each of your:**

- Users that access the Online Service or related software

**Required Licenses:**

- Windows Intune Online Services User SL

## Additional Terms:

APPLICABLE NOTICE: THE DATA TRANSFER NOTICE IN [APPENDIX 1](#) APPLIES.

Each user to whom you assign a User SL may access and use the Online Service and related software to manage up to five devices.

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# Yammer Enterprise

## USER SLs

### **Required for each of your:**

- Users who access the Online Service. External Users invited to Yammer via external network functionality do not need User SLs.

### **Required SL:**

- Yammer Enterprise User SL, **or**
- Office 365 Business Essentials User SL,
- Office 365 Business Premium User SL,
- Office 365 Enterprise E1, E3 or E4 User SL, or
- Office 365 Midsize Business User SL

## Additional Terms:

### OUR USE OF CUSTOMER DATA

Despite anything to the contrary in your volume licensing agreement or the General Terms, Microsoft's use of Customer Data in the Yammer Enterprise online service, both before and after your Online Service subscription terminates, will be governed by the Yammer Privacy Statement at <https://www.yammer.com/about/privacy>.

### CUSTOMER SUCCESS MANAGERS

Any services provided to you by a customer success manager shall not result in a transfer or assignment of intellectual property rights between the parties. Work product of customer success managers shall be owned by Microsoft and when provided to you will be deemed a part of the Online Services, which may be used by you pursuant to these terms.

## Appendix 1: 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>.

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### CUSTOMER SUPPORT

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**Fixes.** If we provide Fixes to you in the course of performing Customer Support, those Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate unless the Fixes include separate terms, in which case those terms will govern. If the Fixes are not provided for Windows Azure Services, Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing or Microsoft Social Listening, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, you shall have a non-exclusive, temporary, fully paid-up license to use and reproduce the Fixes solely for your internal use. You may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.

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**Affiliates' Rights.** You may sublicense the rights contained in this section to your Affiliates, but your Affiliates may not sublicense these rights and your Affiliates' use must be consistent with the license terms contained in your volume licensing agreement.

#### Warranties and Disclaimers

**Warranty for Customer Support.** We warrant that all Customer Support will be performed with professional care and skill.

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