



Contract #: AR3115

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

ViON Corporation

Name

196 Van Buren Street, Suite 300

Street Address

Herndon

VA

20170

City

State

Zip

Vendor # VC197655 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Justin Ciaccio Phone Number: 703-599-3843 Email: Justin.Ciaccio@vion.com

2. CONTRACT PORTFOLIO NAME: Cloud Solutions.
3. GENERAL PURPOSE OF CONTRACT: Provide Cloud Solutions under the service models awarded in Attachment B.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18008
5. CONTRACT PERIOD: Effective Date: Friday, March 15, 2019. Termination Date: Tuesday, September 15, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee: Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
7. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Schedule
ATTACHMENT D: Contractor's Response to Solicitation # SK18008
ATTACHMENT E: Service Offering EULAs, SLAs, etc.
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #SK18008.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Michael M. McGowan

Mar 18, 2019

Michael M. McGowan (Mar 18, 2019)

Contractor's signature

Date

DIVISION OF PURCHASING

Chris W Hughes

Mar 18, 2019

Chris W Hughes (Mar 18, 2019)

Director, Division of Purchasing

Date

Michael M. McGowan EVP

Type or Print Name and Title



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Data means all information, whether in oral or written (including electronic) form,

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Low Impact Data”).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Moderate Impact Data”).

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate.

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing

Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: Unless otherwise specified as a shorter term in a Participating Addendum, the term of the Master Agreement will run from contract execution to September 15, 2026.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason

to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the

solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in

performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and

reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general

aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states);

a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this

authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Orders under this Master Agreement are fixed-price or fixed-rate orders, not cost reimbursement contracts. Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its

assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the

Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection

with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity,

including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with JAGGAER, formerly SciQuest, whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to

NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data

within the Participating State.

43. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review:

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 6 when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 7.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO

ValuePoint, Contractor shall provide a copy of any such provisions.

45. NASPO ValuePoint Cloud Offerings Search Tool: In support of the Cloud Offerings Search Tool here: <http://www.naspovaluepoint.org/#/contract-details/71/search> Contractor shall ensure its Cloud Offerings are accurately reported and updated to the Lead State in the format/template shown in Attachment I.

46. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the

person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably

requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

b. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted

and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.
- c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

- a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Scope of Services Awarded to Contractor

1.1 Awarded Service Model(s).

Contractor is awarded the following Service Model:

- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)

1.2 Risk Categorization.*

Contractor's offered solutions offer the ability to store and secure data under the following risk categories:

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
IaaS	x	x	x	Private, Public, Community , and Hybrid
PaaS	x	x	x	Private, Public, Community , and Hybrid
SaaS	x	x	x	Private, Public, Community , and Hybrid

*Contractor may add additional OEM solutions during the life of the contract.

2.1 Deployment Models.

Contractor may provide cloud based services through the following deployment methods:

- **Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

Attachment C - Pricing Discounts and Schedule

Contractor: ViON Corporation

Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog include the price structures of the cloud service models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.
5. Contractor provides tiered pricing to accompany its named user licensing model, therefore, as user count reaches tier thresholds, unit price decreases.

Cloud Service Model: Infrastructure as a Service (IaaS)

Description	Minimum Discount % Off
IaaS Minimum Discount % * (applies to all OEM's offered within this IaaS model)	5.20%
Average IaaS OEM Discount Off	5.20%

Cloud Service Model: Platform as a Service (PaaS)

Description	Discount
PaaS Minimum Discount % * (applies to all OEM's offered within this PaaS model)	5.20%
Average PaaS OEM Discount Off	5.20%

Cloud Service Model: Software as a Service (SaaS)

Description	Discount
SaaS Minimum Discount % * (applies to all OEM's offered within this SaaS model)	5.20%
Average SaaS OEM Discount Off	5.20%

Additional Value Added Services

Item Description	Onsite Hourly Rate		Remote Hourly Rate	
	NVP Price	Catalog Price	NVP Price	Catalog Price
Maintenance Services	\$ 230.00	\$ 250.00	\$ 205.00	\$ 225.00
Professional Services				
Deployment Services	\$ 205.00	\$ 225.00	\$ 185.00	\$ 200.00
Integration Services)	\$ 205.00	\$ 225.00	\$ 185.00	\$ 200.00
Consulting/Advisory Services	\$ 230.00	\$ 250.00	\$ 230.00	\$ 250.00
Architectural Design Services	\$ 250.00	\$ 275.00	\$ 250.00	\$ 275.00
Statement of Work Services	\$ 205.00	\$ 225.00	\$ 185.00	\$ 200.00
Partner Services	N/A	N/A	N/A	N/A
Training Deployment Services	\$ 205.00	\$ 225.00	\$ 185.00	\$ 200.00
Project Management Services	\$ 220.00	\$ 235.00	\$ 205.00	\$ 225.00

Deliverable Rates

	NVP Price	Catalog Price
N/A	N/A	N/A



The State of Utah Division of Purchasing

[Title]

Request for Proposals

Utah Solicitation Number SK18008

ViON CORPORATION TECHNICAL RESPONSE

July 6, 2018

Submitted To:

State of Utah Division of Purchasing
Attn: Solomon Kingston
Phone: (801) 538-3228
Email: skingston@utah.gov

Submitted By:

ViON Corporation
196 Van Buren Street
Herndon, VA 20170
(571) 353-6000
Email: Justin.Ciaccio@vion.com

RESTRICTIVE LEGEND

This proposal includes data that shall not be disclosed outside the State of Utah and shall not be duplicated, used, or disclosed, in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror, as a result of, or in connection with, the submission of this data, the State of Utah shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the State of Utah's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets appropriately annotated with the following marking:

"Use or disclosure of proposal data is subject to the restriction on the cover page of this proposal."

CAVEAT

Where discrepancies appear between ViON's proposal and ViON supporting documentation, ViON's written word shall take precedence.

TRADEMARK NOTICE

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TECHNICAL RESPONSE [RFP 3.10.6; 8.0]

CLOUD SOLUTIONS TO BE PROVIDED [RFP 3.10.6; 8.0]

ViON Corporation (ViON) is offering NASPO and any Participating Entity Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), and Software-as-a-Service (SaaS) capabilities for all four (4) Deployment Models. Our Private, Public, Community, and Hybrid solutions are purpose-built using NIST standard guidelines and are each compliant with all requirements outlined in the Request for Proposal (RFP). Each ViON solution can store and securing high risk, moderate risk, and low risk data under each Service Model.

We couple these solutions with our extensive offering of Value Added Services. These Value Added Services include our Professional Services and Managed Services teams that will help Participating Entities determine which Cloud model will meet their specific needs, ensure compliance, and provide complete support across the Cloud lifecycle. Additionally, these solutions are backed by 24x7x365 support services via two support and operation centers located in Herndon, Virginia and Ogden, Utah staffed with fully cleared, advanced support engineers and subject matter experts.

Cloud Solutions

ViON is offering all four (4) Deployment Models:

- **Private Cloud** – ViON Private Cloud Solutions Portfolio.
- **Public Cloud** – ViON Public Cloud Solutions leveraging ViON, Azure, and Virtustream.
- **Community Cloud** – Via our public cloud portfolio capability.
- **Hybrid Cloud** – Joining the benefits of our Private and Public cloud portfolios.

ViON is also offering all three (3) service models, IaaS, PaaS, and SaaS:

- **Private Cloud** – IaaS, PaaS, and SaaS
- **Public Cloud** – IaaS, PaaS, and SaaS
- **Community Cloud** – IaaS, PaaS, and SaaS
- **Hybrid Cloud** – IaaS, PaaS, and SaaS

Private Cloud

ViON has been offering our ViON Private Cloud solutions portfolio since 2003. We deliver IaaS, PaaS, and SaaS solutions leveraging a wide variety of OEM vendors including, but not limited to Dell EMC, Network Appliance, Hitachi, IBM, Oracle, Microsoft, and Nutanix. We deliver ViON Private Cloud on-premises safely behind a firewall or at hosting environments according to your needs. ViON also delivers a wide variety of Value Added Services for our solutions, including assisted deployment, migration, and managed services. We offer a portfolio of business models and financial options with industry-leading value and flexibility.

A key element of the ViON Private Cloud Solution is our ability to bring the cloud experience to any Participating Entity's application environment regardless of performance, availability, or security concerns.

Public Cloud



ViON Public Cloud portfolio leverages ViON's Value Added Services in conjunction with our public cloud partners including Virtustream and Microsoft Azure. ViON offers solutions from each of our public cloud providers integrated with our own Value Added Services (VAS) such as cloud design, delivery, and migration. This allows us to build the right public cloud solution for any Participating Entity's specific requirements.

ViON has selected Microsoft Azure and Virtustream as primary strategic partners for their ability to meet and exceed the requirements in this RFP, however additional partnerships will be added as Participating Entities' needs dictate. Azure is most often positioned for workloads that can leverage commodity type infrastructures. Virtustream is most often positioned for more demanding requirements and application environments such as SAP and Engineered systems. ViON can leverage additional public cloud providers when needed by a Participating Entity, drawing on our extensive relationships, contracts, and reputation across the industry. For this solution we deliver IaaS, PaaS, SaaS, within our public cloud portfolio.

Microsoft Azure: Microsoft Azure has one of the broadest portfolios of IaaS, PaaS, and SaaS public cloud solutions. ViON has been working with Azure for over three (3) years and our customers have found tremendous success with these offerings. ViON has multiple Azure Subject Matter Experts (SME) on staff and is fully dedicated to the success of our solutions. ViON was one of the first PC2P business partners with Azure. We work with both the Azure Gov cloud, for more robust security and compliance needs, and Azure Cloud where cost reductions are the most important element.

Virtustream: Virtustream has been recognized by Fortune 500 companies for delivering cloud for the most demanding application environments. ViON has been offering Virtustream Cloud for over four (4) years and we have extensive experience with their offerings. Virtustream has built the most successful portfolio of SAP cloud capabilities available from any public cloud provider. They also have a unique focus on cost optimization through its differentiated cloud management software that achieves optimum virtualization and allows billing based on actual consumption of resources, not provisioned resources. Allowing the Participating Entity to recognize savings. This is different than any other major public cloud provider.

ViON will thoroughly evaluate each Participating Entity's requirements, determine and advise on the options and choices, then help select the right public cloud solution. We act as an agent to design the optimal solution, deliver that solution, and enable the Participating Entity to operate their cloud environment effectively. Additionally, ViON can augment resources with cloud operation experts and custom tailor the Participating Entity's cloud experience exactly to their needs.

Community Cloud

ViON Community Cloud leverages our public cloud portfolio to enable the creation of special interest public cloud deployments that can be used by organizations with shared interests. For this solution we deliver IaaS, PaaS, and SaaS.

For Community Cloud, ViON leverages our knowledge of successful cloud implementations to develop the appropriate technical design married with the optimal business and operational model. Setting the right performance and operational SLA's is extremely important for any cloud



deployment but especially for community cloud, where several organizations must work together. ViON will help the Participating Entity create the best “end in mind” and fashion the associated SLA’s that will enable them to achieve success with community cloud deployment.

Hybrid Cloud

ViON Hybrid Cloud portfolio marries the benefits of our Private Cloud portfolio with our Public Cloud portfolio to create Hybrid Cloud and Multi-cloud environments tailored to deliver the best customer experience. We believe that multiple cloud deployments will often yield the best solution experience. Integration of those deployments into a seamless design is generally also of great benefit. For this solution we deliver IaaS, PaaS, and SaaS.

ViON offers Hybrid Cloud to customers who want the ability to leverage public cloud solutions and can do so when their application requirements fit that deployment model. However, as has been demonstrated by our above descriptions for public and private cloud, it is critical that all aspects of the cloud solution design be considered considering the customer business environment and mission success criteria.

When choosing a Hybrid Cloud path, customers will need the ability to order, monitor, provision, and understand/control usage from a single interface. ViON provides a single interface, the ViON Cloud Marketplace, to give our customers these capabilities. Should a Participating Entity choose this, they will have access to real-time dashboards to monitor performance and service level reporting. The Participating Entity will:

- Know where their resources are deployed
- Know how resources are performing
- Understand usage and billing
- Scale usage up and down from a single, multi-cloud interface.

What is truly unique about ViON Hybrid Cloud is our robust capabilities on the private cloud side. We have unmatched access to broad technologies coupled with 16 years of successful deployment experience. When married together in a Hybrid Cloud approach, ViON delivers the best total customer value experience. For this solution ViON delivers IaaS, PaaS, and SaaS.

Meeting the Requirements

ViON is a veteran-owned, privately held corporation with the experience and resources necessary to meet and exceed the requirements stated in the RFP. Although we were founded in 1980, we have pioneered, delivered, and managed Cloud solutions in Federal, State, Local, Education, and Commercial markets since 2003. We have a proven track record of implementing, supporting, and managing large multi-year contracts in valuation of up to \$700,000,000 in some of the most demanding and mission critical infrastructure and IT environments.

ViON understands that successful Cloud implementations begin with a proper understanding of the Participating Entity’s environment and to achieve optimal results, we will need to bring together application requirements, Participating Entity’s requirements, and mission success criteria. Our Cloud solutions were designed to be compliant with NIST SP 800-145, adhering to all essential characteristics, service models, and deployment model definitions. We have been



providing Cloud solutions for some of the most complex and demanding environments, which makes ViON uniquely positioned to support Participating Entities.

With a nearly 40-year track record of success, ViON recognizes the importance of dependability and availability. Each ViON solution guarantees reliability and uptime of 99.5% or greater. To ensure we meet and exceed the Participating Entity's requirements, ViON has created a broad technology portfolio so we can source exactly the right technology to deliver the optimum cloud solution. We will customize SLAs to meet the specific needs of any Purchasing Entity and will provide 24x7x365 support.

As part of any awarded contract, ViON will offer the Participating Entity full access to our Professional Services, Managed Services, and Customer Support teams. These teams will provide the Participating Entity with unparalleled customer service. ViON's Professional Services include consulting engagements, assessments, on-site and remote residents, and IT transformational services. ViON uses proven methodological approaches and help reduce the Participating Entity's risk and allow them to focus on their mission. We can also provide sound business and technical insights to help the Participating Entity make the right technology decisions that fit their unique requirements.

ViON's Managed Services will help the Participating Entity manage their technology and IT infrastructure to their SLA requirements. Our highly skilled experts will address specific challenges, reduce complexity, and maximize technology value. ViON uses industry-standard best practices and ITIL-based methodologies to deliver operational services for every Cloud solution we offer.

The Participating Entity will have 24x7x365 access to ViON's Operations Centers, located in geographically dispersed locations, staffed with cleared resources providing remote monitoring and management. Should Participating Entities encounter any issues, ViON has a comprehensive Three-Tier problem resolution model that leverages our technical expertise and partnerships and will ensure these are fixed efficiently and effectively.

ViON's Cloud Solutions Portfolio and our Value Added Services are built to enable delivery of maximum benefits to the Participating Entity, including:

- Quickly scale up and down to meet changing requirements
- Comply with strict security standards with tailored SLAs
- Manage Private and Public cloud resources via a single management platform
- Pay for only what is used with simple subscription billing
- Unrestricted access to Professional and Managed Services experts
- fast and simplified migration to cloud deployment

ViON can offer these benefits to NASPO and any Participating Entity by fully understanding success criteria, understanding how applications perform and interact within their environment, and leveraging our expertise in Cloud solution design to ensure successful Cloud deployment. ViON's Senior Management and Subject Matter Experts (SMEs) hold monthly Solution Planning Council (SPC) meetings which constantly analyze and review new and emerging



technologies and how they can be introduced to our solution portfolios. This ongoing process ensures we deliver the best solutions to our customers, and solutions that keep pace with evolving requirements. If awarded, we will ensure these technologies are continuously updated on our NASPO ValuePoint contract to ensure Participating Entities have access to the most relevant technology reflecting of the current marketplace.

TECHNICAL REQUIREMENTS [RFP 3.10.6.B; 8.0]

Technical Requirements [RFP 8.1(M)(E)]

For ease of review, for each applicable requirement, ViON has provided a response for each deployment model in table format. Given the nature of the requirements, there is some repetition when describing how our solutions meet the requirements across Private, Public, Community, and Hybrid models.

Meeting NIST Essential Characteristics [RFP 8.1.1]

ViON understands that meeting NIST essential characteristics is a top concern for NASPO. Each of our Cloud solutions meet the essential characteristics specified in NIST Special Publication 800-145. Our Cloud solutions all offer on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service as defined in the publication.

The ViON Private Cloud brings responsiveness, innovation, and consistency of public cloud computing inside the customer's own on-premise environments and security boundaries. Departments and Agencies can obtain the capability to build modern applications in a private, public, community or across hybrid cloud environments. Our solutions provide flexibility and control to the customer. Application developers have the capability to utilize a consistent set of services, to facilitate DevOps processes, facilitating collaboration with operations teams to deploy applications to the location that best meets the business requirements. Our solutions meet technical and regulatory compliance requirements as well as characteristics defined by NIST.

On-Demand Self-Service

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution offers a graphical portal which customers can provision, deploy, operate and deprovision resources without the intervention of a human. Customers can receive and monitor billing and consumption data for resources deployed. Customers can limit or grant account access to resources. Customers can set policies for how resources are deployed, and what resources can be deployed, exercising complete financial and technical control over their cloud environment, from the graphical portal.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Government Cloud and Azure Cloud both offer a graphical portal which customers can provision, operate and deprovision resources without the intervention of a human. Customers can receive and monitor billing and consumption data for resources deployed. Customers can limit or grant account access to resources. Customers can set policies for how resources are deployed, and what			



Solution	Detailed Response	IaaS	PaaS	SaaS
	resources can be deployed, exercising complete financial and technical control over their cloud environment, from the graphical portal. Virtustream cloud services are accessed and managed through a central management platform called xStream that has been built and developed to enable on-demand self-service provisioning of cloud resources. The web-based xStream Portal is Virtustream's unique cloud management interface that allows users to monitor and manage their individual virtual datacenters through a single pane of glass. Administration of cloud resource allocation and access rights of Users and customer organizations is also accomplished by Administrative users within the xStream portal with the ability to enable on-demand self-provisioning of assigned resources at the user level. Additional documentation about the full capabilities of the xStream portal is available upon request.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Government Cloud and Azure Cloud both offer a graphical portal which customers can provision, operate and deprovision resources without the intervention of a human. Customers can receive and monitor billing and consumption data for resources deployed. Customers can limit or grant account access to resources. Customers can set policies for how resources are deployed, and what resources can be deployed, exercising complete financial and technical control over their cloud environment, from the graphical portal. Virtustream cloud services are accessed and managed through a central management platform called xStream that has been built and developed to enable on-demand self-service provisioning of cloud resources. The web-based xStream Portal is Virtustream's unique cloud management interface that allows users to monitor and manage their individual virtual datacenters through a single pane of glass. Administration of cloud resource allocation and access rights of Users and customer organizations is also accomplished by Administrative users within the xStream portal with the ability to enable on-demand self-provisioning of assigned resources at the user level. Additional documentation about the full capabilities of the xStream portal is available upon request.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON presents a single combined portal interface to ViON Private Cloud, Azure Cloud, and Azure Government cloud through the ViON Marketplace portal. ViON also delivers a single interface to Public Cloud providers and the ViON private cloud via VMware vRealize. The ViON Private Cloud solution offers a graphical portal which customers can provision, operate and deprovision resources without the intervention of a human. Customers can receive and monitor billing and consumption data for resources deployed. Customers can	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	limit or grant account access to resources. Customers can set policies for how resources are deployed, and what resources can be deployed, exercising complete financial and technical control over their cloud environment, from the graphical portal. Azure Government Cloud and Azure Cloud both offer a graphical portal which customers can provision, operate and deprovision resources without the intervention of a human. Customers can receive and monitor billing and consumption data for resources deployed. Customers can limit or grant account access to resources. Customers can set policies for how resources are deployed, and what resources can be deployed, exercising complete financial and technical control over their cloud environment, from the graphical portal. Virtustream cloud services are accessed and managed through a central management platform called xStream that has been built and developed to enable on-demand self-service provisioning of cloud resources. The web-based xStream Portal is Virtustream's unique cloud management interface that allows users to monitor and manage their individual virtual datacenters through a single pane of glass. Administration of cloud resource allocation and access rights of Users and customer organizations is also accomplished by Administrative users within the xStream portal with the ability to enable on-demand self-provisioning of assigned resources at the user level. Additional documentation about the full capabilities of the xStream portal is available upon request.	✓	✓	✓

Broad Network Access

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution is accessible via secure network protocol over https from anywhere there is an internet connection. Customers can utilize the graphical portal through a web browser, or they can utilize the command line environment on whatever device they currently have at their disposal to monitor, maintain, and manage their cloud solution	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions are accessible via secure network protocol over https from anywhere there is an internet connection. Customers can utilize the graphical portal through a web browser, or they can utilize the command line environment on whatever device they currently have at their disposal to monitor, maintain, and manage their cloud solution. Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN, and SSL VPN) and also extranet	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	connectivity (shared network, i.e., Cloud Connect, Cloud Exchange, etc.), which is growing rapidly as option for connecting cloud resources.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions are accessible via secure network protocol over https from anywhere there is an internet connection. Customers can utilize the graphical portal through a web browser, or they can utilize the command line environment on whatever device they currently have at their disposal to monitor, maintain, and manage their cloud solution. Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN, and SSL VPN) and also extranet connectivity (shared network, i.e., Cloud Connect, Cloud Exchange, etc.), which is growing rapidly as option for connecting cloud resources.	✓ ✓	✓ ✓	✓ ✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. The ViON Private Cloud solution is accessible via secure network protocol over https from anywhere there is an internet connection. Customers can utilize the graphical portal through a web browser, or they can utilize the command line environment on whatever device they currently have at their disposal to monitor, maintain, and manage their cloud solution. Azure Cloud and Azure Government cloud solutions are accessible via secure network protocol over https from anywhere there is an internet connection. Customers can utilize the graphical portal through a web browser, or they can utilize the command line environment on whatever device they currently have at their disposal to monitor, maintain, and manage their cloud solution. Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN, and SSL VPN) and also extranet connectivity (shared network, i.e., Cloud Connect, Cloud Exchange, etc.), which is growing rapidly as option for connecting cloud resources.	✓	✓	✓

Resource Pooling



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution offers a truly multi-tenant experience. Although an on-premise solution, the ability to design the architecture so there is regional, geographic, and availability zone redundancy is a capability of the platform. Multiple organizations can share the private cloud solution each of which would have no awareness of the other. From a cloud infrastructure perspective, the cloud service provider can allocate resources virtual and physical per region, or geography without impacting the customer. The customer can select the appropriate region or geography for their workload to run in.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions offer a truly multi-tenant experience. With 50 individual regions globally with over 100 datacenters and the architecture is designed with redundancy in regional, geographic, and availability zone hierarchy. Every customer in the solution has no awareness of the other. The customer can select the appropriate region or geography for their workload to run in. Resources appear “unlimited” to the customer, while limits are placed on subscriptions, it is merely for planning purposes and limits can be removed with a request ticket. Certain regions of the solution are available to government customers, or customers residing in China, Germany, and Australia through separate agreements. Key to our Virtustream offering is the proprietary and patented solution of μVM technology, which is our granular solution for resource pooling. This technology provides high-quality application performance and saves customers costs since Participating Entities would only pay for consumption. In addition, our resource pooling technology segregates resources allowing compartmentalized security and compliance based on the Participating Entities chosen environment. In addition, our IaaS offer is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions offer a truly multi-tenant experience. With 50 individual regions globally with over 100 datacenters and the architecture is designed with redundancy in regional, geographic, and availability zone hierarchy. Every customer in the solution has no awareness of the other. The customer can select the appropriate region or geography for their workload to run in. Resources appear “unlimited” to the customer, while limits are placed on subscriptions, it is merely for planning purposes and limits can be removed with a request ticket. Certain regions of the solution are available to government customers, or customers residing in China, Germany, and Australia through separate agreements.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Key to our Virtustream offering is the proprietary and patented solution of μVM technology, which is our granular solution for resource pooling. This technology provides high-quality application performance and saves customers costs since Participating Entities would only pay for consumption. In addition, our resource pooling technology segregates resources allowing compartmentalized security and compliance based on the Participating Entities chosen environment. In addition, our IaaS offer is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. The ViON Private Cloud solution offers a truly multi-tenant experience. Although an on-premise solution, the ability to design the architecture so there is regional, geographic, and availability zone redundancy is a capability of the platform. Multiple organizations can share the private cloud solution each of which would have no awareness of the other. From a cloud infrastructure perspective, the cloud service provider can allocate resources virtual and physical per region, or geography without impacting the customer. The customer can select the appropriate region or geography for their workload to run in. Azure Cloud and Azure Government cloud solutions offer a truly multi-tenant experience. With 50 individual regions globally with over 100 datacenters and the architecture is designed with redundancy in regional, geographic, and availability zone hierarchy. Every customer in the solution has no awareness of the other. The customer can select the appropriate region or geography for their workload to run in. Resources appear “unlimited” to the customer, while limits are placed on subscriptions, it is merely for planning purposes and limits can be removed with a request ticket. Certain regions of the solution are available to government customers, or customers residing in China, Germany, and Australia through separate agreements. Key to our Virtustream offering is the proprietary and patented solution of μVM technology, which is our granular solution for resource pooling. This technology provides high-quality application performance and saves customers costs since Participating Entities would only pay for consumption. In addition, our resource pooling technology segregates resources allowing compartmentalized security and compliance based on the Participating Entities chosen environment. In addition, our IaaS offer is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution provides the customer with the ability to have scale without limits. Many of the PaaS services and some of the IaaS services offer an elastic scaling, both up and out upon demand. In addition to this automatic feature of some IaaS and PaaS services, the ViON Private Cloud solution offers a fully customizable automation environment that can be used to create custom scale up and scale out processes based on whatever metrics the customer requires.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions provide the customer with the ability to have scale without limits. Many of the PaaS services and some of the IaaS services offer an elastic scaling, both up and out upon demand. In addition to this automatic feature of some IaaS and PaaS services, the ViON Public Cloud (Microsoft Azure) solution offers a fully customizable automation environment that can be used to create custom scale up and scale out processes based on whatever metrics the customer requires. Virtustream maintains a global network of datacenter sites to support the workload requirements of its customers. Customers can request and allocate a virtually limitless amount of resources based on their needs from our global network. The Virtustream Cloud by design has excess infrastructure capacity hot and available to service these requests, allowing for growth of existing resources as well as provisioning of new resources. Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for Participating Entities, allows for provisioning and de-provisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application-level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements. xStream utilizes a supply chain to define resource profiles, attributes, and offerings that can be provisioned.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure Government cloud solutions provide the customer with the ability to have scale without limits. Many of the PaaS services and some of the IaaS services offer an elastic scaling, both up and out upon demand. In addition to this automatic feature of some IaaS and PaaS services, the ViON Public Cloud (Microsoft Azure) solution offers a fully customizable automation environment that can be used to create custom scale up and scale out processes based on whatever metrics the customer requires. Virtustream maintains a global network of datacenter sites to support the workload requirements of its customers. Customers can request	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	and allocate a virtually limitless amount of resources based on their needs from our global network. The Virtustream Cloud by design has excess infrastructure capacity hot and available to service these requests, allowing for growth of existing resources as well as provisioning of new resources. Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for Participating Entities, allows for provisioning and de-provisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application-level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements. xStream utilizes a supply chain to define resource profiles, attributes, and offerings that can be provisioned.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. The ViON Private Cloud solution provides the customer with the ability to have scale without limits. Many of the PaaS services and some of the IaaS services offer an elastic scaling, both up and out upon demand. In addition to this automatic feature of some IaaS and PaaS services, the ViON Private Cloud solution offers a fully customizable automation environment that can be used to create custom scale up and scale out processes based on whatever metrics the customer requires. Azure Cloud and Azure Government cloud solutions provide the customer with the ability to have scale without limits. Many of the PaaS services and some of the IaaS services offer an elastic scaling, both up and out upon demand. In addition to this automatic feature of some IaaS and PaaS services, the ViON Public Cloud (Microsoft Azure) solution offers a fully customizable automation environment that can be used to create custom scale up and scale out processes based on whatever metrics the customer requires. Virtustream maintains a global network of datacenter sites to support the workload requirements of its customers. Customers can request and allocate a virtually limitless amount of resources based on their needs from our global network. The Virtustream Cloud by design has excess infrastructure capacity hot and available to service these requests, allowing for growth of existing resources as well as provisioning of new resources. Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for Participating Entities, allows for provisioning and de-provisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application-level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements.	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	xStream utilizes a supply chain to define resource profiles, attributes, and offerings that can be provisioned.			

Measured Service

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution provides an extremely granular logging capability allowing all aspects of the cloud service and its consumption to be measured by the customer at any point in time. This data can be utilized by the customer to set spending alerts, utilization alerts, access alerts, and act on those alerts respective to the metric in question. Resource utilization is immediately available to the customer and the cloud service provider for transparency in billing and utilization / SLA calculation.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure government cloud solutions provide an extremely granular logging capability allowing all aspects of the cloud service and its consumption to be measured by the customer at any point in time. This data can be utilized by the customer to set spending alerts, utilization alerts, access alerts, and act on those alerts respective to the metric in question. Resource utilization is immediately available to the customer and the cloud service provider for transparency in billing and utilization / SLA calculation. ViON's Virtustream solution is based on μVM Technology, which allows for measured services to be accurately captured so only consumed resources are billable. The Virtustream solution takes average consumption of compute resources, and Participating Entities would only pay for actual resources based on a monthly average. This is in comparison with a traditional cloud solution, where the billing is based on the allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of our offer solution, the customer only pays based on the average of vCPU, RAM, IOPS, and Network I/O; the key is average, not aggregate and based on consumption, not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, we can provide consultative and project support based on time and materials. The μVM brings significant benefits: enabling application-level performance SLAs – which an average VM cannot. μVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and our IaaS offer would only charge by the μVM so you only pay for the resources you actually consume not what you might need. Using μVMs also enables applications to be used across multiple hypervisors, across multiple clouds, and between different locations – enabling true hybrid clouds. μVM technology	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	allows us to offer enterprise-class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of cloud to the enterprise.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Azure Cloud and Azure government cloud solutions provide an extremely granular logging capability allowing all aspects of the cloud service and its consumption to be measured by the customer at any point in time. This data can be utilized by the customer to set spending alerts, utilization alerts, access alerts, and act on those alerts respective to the metric in question. Resource utilization is immediately available to the customer and the cloud service provider for transparency in billing and utilization / SLA calculation. ViON's Virtustream solution is based on μVM Technology, which allows for measured services to be accurately captured so only consumed resources are billable. The Virtustream solution takes average consumption of compute resources, and Participating Entities would only pay for actual resources based on a monthly average. This is in comparison with a traditional cloud solution, where the billing is based on the allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of our offer solution, the customer only pays based on the average of vCPU, RAM, IOPS, and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, we can provide consultative and project support based on time and materials. The μVM brings significant benefits: enabling application-level performance SLAs – which an average VM cannot. μVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and our IaaS offer would only charge by the μVM so you only pay for the resources you actually consume not what you might need. Using μVMs also enables applications to be used across multiple hypervisors, across multiple clouds and between different locations – enabling true hybrid clouds. μVM technology allows us to offer enterprise class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of cloud to the enterprise.	✓ ✓	✓ ✓	✓ ✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. The ViON Private Cloud solution provides an extremely granular logging capability allowing all aspects of the cloud service and its consumption to be measured by the customer at any point in time. This data can be utilized by the customer to set spending alerts, utilization alerts, access alerts, and act on those alerts respective to the metric in question. Resource utilization is			



Solution	Detailed Response	IaaS	PaaS	SaaS
	immediately available to the customer and the cloud service provider for transparency in billing and utilization / SLA calculation. Azure Cloud and Azure government cloud solutions provide an extremely granular logging capability allowing all aspects of the cloud service and its consumption to be measured by the customer at any point in time. This data can be utilized by the customer to set spending alerts, utilization alerts, access alerts, and act on those alerts respective to the metric in question. Resource utilization is immediately available to the customer and the cloud service provider for transparency in billing and utilization / SLA calculation. ViON's Virtustream solution is based on μVM Technology, which allows for measured services to be accurately captured so only consumed resources are billable. The Virtustream solution takes average consumption of compute resources, and Participating Entities would only pay for actual resources based on a monthly average. This is in comparison with a traditional cloud solution, where the billing is based on the allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of our offer solution, the customer only pays based on the average of vCPU, RAM, IOPS, and Network I/O; the key is average, not aggregate and based on consumption, not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, we can provide consultative and project support based on time and materials. The μVM brings significant benefits: enabling application-level performance SLAs – which an average VM cannot. μVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and our IaaS offer would only charge by the μVM so you only pay for the resources you actually consume not what you might need. Using μVMs also enables applications to be used across multiple hypervisors, across multiple clouds, and between different locations – enabling true hybrid clouds. μVM technology allows us to offer enterprise-class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of the cloud to the enterprise.	✓ ✓	✓ ✓	✓ ✓

Compliance with NIST Service Models and Scope of Services ^[RFP 8.1.2]

ViON's solutions comply and are willing to continue compliance with the NIST Service Models outlined in Attachment C and Scope of Services outline in Attachment D. Our proposed solutions comply with the definitions outlined in NIST Special Publication 800-145. We are willing to continue compliance should any updates or changes take place.



Adherence to Services, Definitions, and Deployment Models ^[RFP 8.1.3]

SaaS

The SaaS offerings in the ViON Private Cloud and in the ViON Public Cloud are provided as deployable packages from Software OEMs. This allows the customer to consume an application as a service without having to build the infrastructure or platform layers. The software is licensed per user or connection or billed as a per minute instance while running in either location. It is automatically patched and maintained by the software OEM and kept up to date with specific compliance controls, outside of the control of the customer consuming the service. It is accessible via a web browser in most cases or via virtual remote desktop published application in other cases. The customer does not control the underlying layer of the cloud infrastructure.

- Analytics
 - Data Analytics
 - Provided as a private, public, or hybrid option through ViON subsidiary Ascolta. Also provided as a public option via our public cloud provider
 - Business Intelligence
 - Provided as a public, private, and hybrid model.
- Business Continuity/Disaster Recovery
 - Provided as a public cloud option through our public cloud offering

PaaS

The PaaS offerings are provided as “in solution” deployable packages. As a platform solution, they provide the customer with more flexibility in deployment operations. The customer can bring their own code and tooling to the platform. The current PaaS offering supports every major code platform and technology in use today. The customer is responsible for the configuration of the platform according to their application specifications, but the maintenance and service level management is handled by the overall ViON private cloud or ViON public cloud environment.

The Participating Entity will not handle patching or compliance maintenance of the platform package, but will be required to take certain steps, such as rebooting platform instances and migrating to new platform instance versions on a regular schedule. ViON will notify the Participating Entity when they must restart instances or migrate to newer versions to maintain compliance on a regular basis. The customer does not control the underlying layer of cloud infrastructure

- Analytics
- Hadoop
- Business Intelligence
- Data Warehouse
 - All options provided as private, public and hybrid options
- Database
- Relational
 - Provided as private, public, and hybrid cloud option
- NoSQL
 - Provided as public cloud option
- Development, Testing and Deployment
- Containers



- Provided as public, and private cloud option
- Services and APIs
 - Provided as public cloud option
- Mobile
 - Provided as public, and private cloud option
- Internet of Things
 - Provided as public cloud option
- Tools
 - Provided as public, and private cloud option
- Runtime Environments
 - Provided as public, private, or hybrid cloud option

IaaS

The ViON Private cloud and ViON Public Cloud solutions are built on top of the basic core Infrastructure-as-a-Service (IaaS) offerings of, compute (virtualization), software-defined storage, and software-defined networking. Also referred to simply as Compute, Storage, and Networking. As the raw building blocks of cloud, these services are offered to customers to build unique and custom solutions. ViON and our public cloud service provider maintain the physical infrastructure that these building blocks reside on top of. Compliance controls and security controls at the physical layer are not the responsibility of the customer. When a customer deploys IaaS based solutions they are responsible for the entire configuration from the virtual ground up, for patching, compliance maintenance, and security. Our solutions provide tools to help the customer remain aware of the status of these across the IaaS components, but the actionable items reside solely on the customer. The customer does not control the underlying cloud layer of infrastructure.

- Computer/Infrastructure Services
 - Provided as a public, private, hybrid cloud option
 - Operating systems
 - Hypervisors
- Disaster Recovery
 - Provided as a public cloud option, or a private hosted option
 - Business Continuity
 - High Availability / Failover
- Storage
 - Provided as a public, private, and hybrid option
 - File
 - Block
 - Object
 - Archive
 - Cache
- Network
 - Provided as public, private, or hybrid option
 - Virtual network



- Load balancer
- DNS
- Gateway (e.g. VPN or Application)
- Firewall
- Traffic manager
- Direct link
- PC/Desktop “aaS”
 - Provided as a public, private, or hybrid option
- Security
 - Provided as a public cloud option for utilization in public, private and hybrid scenarios
 - Identity & Access Management
 - Encryption
 - Data Loss Prevention (DLP)
 - Web Security
 - Email Security
 - Network Security
 - Security Information and Event Management (SIEM)
 - Intrusion Management
 - DDOS Monitoring / Management

Subcontractors [RFP 8.2(E)]

Use of Subcontractors [RFP 8.2.1]

ViON will be providing all cloud solutions directly. It is ViON’s intent to use our own experts in fulfilling needs for application profiling, cloud design, deployment, monitoring, metering, and operations. We have been providing full cloud management services for a wide range of contracts since 2003. Our personnel have experience using a wide variety of workload assessment tools and works with our customers to create the most expeditious path to successful cloud deployment and operations.

Should a Subcontractor be needed ViON is well experienced in partnering and subcontracting with industry leaders, both large and small. Any potential subcontractor will be thoroughly reviewed and vetted to ensure they have the necessary administrative, business, and technical capabilities and qualifications to work with Participating Entities.

Extent of Use of Subcontractors [RFP 8.2.2]

It is ViON’s intent to provide our cloud solutions directly. ViON will use its own personnel to perform contract requirements and will be fully responsible and compliant to terms in the master agreement. We will only involve subcontractors if customer demand for time to deployment outpaces the scale of our workforce. As mentioned previously, we have been delivering cloud solutions since 2003 and have full capabilities within our organization.

Qualifications of Subcontractor [RFP 8.2.3]

It is ViON’s intent to fulfil requirements directly. Should we find that a Subcontractor is needed, ViON will ensure that they meet all administrative, business, and technical requirements as



required in the RFP. We will ensure the Subcontractor has demonstrated a minimum of 3 years of experience in cloud solutions, as required in the RFP.

Working with Purchasing Entities [RFP 8.3(E)]

Working with Purchasing Entities Before, during, and After a Data Breach [RFP 8.3.1]

ViON understands the importance of security and provides solutions that are designed with security frameworks in mind to ensure a Data Breach does not happen in the first place. The “security first” foundation is the first safeguard against any breach. Our certified engineers will monitor and react quickly to any incidents. ViON has a 24x7x365 Staffed Operations Center where all alerts will be reported and then acted upon and customer notifications will be sent out immediately depending on the criticality of the event. Our engineers, security personnel, and Contract Manager will work closely with the Purchasing Entity. ViON will monitor the environment to include network perimeter devices and logs events and anomalies to be acted upon immediately.

In the event of a Data Breach, the Purchasing Entity will be contacted immediately by phone and an Incident Response call will be initiated to contain the event and notify any additional stake holders. Once the Breach has been contained and after-action report will be provided with the extent of the Breach within 48 hours. Initial communication is always handled via phone and follow-up may be provided through encrypted email messages. As with all security services the goal is to avoid any data Breaches but if they do occur we take them very seriously. Also, within ViON they are handled with the most criticality and management is notified immediately with internal notification protocols.

ViON personnel who will be involved include but are not limited to the following: Cloud Information Security Officer (CISO), Security Operations Team, Cloud Platform Operations Team, Contract Manager, Marketing, Legal, Executive Leadership Team, Sales, Cloud Delivery Manager, and Application Managed Services (AMS). Each of these groups has a distinct and overlapping role with other groups. The CISO office which includes the Security Operations team will be the first responders and the overall group responsible for tracking the source of the breach and working to close the breach.

Cloud Platform Operations will provide details to the affected systems to assist with the triage and isolation of data as part of the research into the breach. Marketing will be working with Legal and the Purchasing Entity to ensure accurate information is disclosed that is public facing should notification be required to make a statement. The Cloud Delivery Manager will be the central point of contact between the customer and ViON and the Incident Response/Security Operations team.

ViON will respond to affected customers within twenty-four (24) hours of a breach. Customers who detect a breach within their tenant space are required to notify the ViON Security Information Operations Center (SIOC) within twenty-four (24) hours. Data breach processes and timelines are customer dependent and negotiated prior to production workloads onboarded to ViON’s solutions. We do not control access to a customer’s network or environment.



Participating Entities are responsible for communicating with ViON security personnel if they detect a breach within one hour.

ViON's primary mode of communication with a Participating Entity during a breach will be via telephone. The secondary mode of communication is via email. Participating Entities are required to provide primary, secondary, and tertiary points of contact prior to production workloads going live. The points of contact shall include primary phone number/email address and secondary phone number/email address. This information shall be included in the Participating Entity's data breach or incident response plan and provided to ViON.

Adware, Software, or Marketing Not Authorized by Participating Party or Master Agreement [RFP 8.3.2]

ViON will not engage in nor permit our employees to push adware, software, or marketing to any Participating Entity unless explicitly authorized by the Participating Entity or the Master Agreement.

Application-Hosting Environments Supporting a Test/Staging Environment [RFP 8.3.3]

All cloud solutions offered in this response support a user test/staging environment that is identical to production. ViON handles these environments with the same care as we do production environments and the same SLAs can be provided when requested by the Participating Entity.

Computer Applications and Web Site Accessibility to People with Disabilities [RFP 8.3.4]

All computer applications and websites utilized in our solutions are accessible to people with disabilities. All ViON Private Cloud and ViON public cloud offerings are certified according to the ADA and have Section 508 reports available from both Microsoft and Virtustream. Our platform is based on Microsoft's platform and is covered by their conformance reporting process. Microsoft. Microsoft Conformance Statements (Revised Section 508, WCAG, EN 301549, and legacy VPATs) are available upon request.

Accessibility Using Multiple Browser Platforms [RFP 8.3.5]

Our applications included in this proposal are accessible using current released versions of multiple browser platforms. The following browsers are supported:

- Microsoft Edge (latest version)
- Internet Explorer 11
- Safari (latest version, Mac only)
- Chrome (latest version)
- Firefox (latest version)

Storage or Use of Sensitive or Personal Information [RFP 8.3.6]

As part of the onboarding process, prior to executing an SLA, ViON will meet with the Purchasing Entity to determine whether any sensitive or personal information will be stored within the environment. Based on the output of this assessment a determination will be made as to the best controls that need to be put in place and compliance requirements that need to be met to adequately safe guard this information.



All ViON solutions, Private, Public, Community, and Hybrid meet NIST controls and standards. ViON will work with the Purchasing Entity to determine if the entire environment or just a subset of the environment needs to meet these requirements.

Project Schedule Plans or Work Plans Used in Implementing Solutions ^[RFP 8.3.7]

ViON applies industry-leading experience and best practices in implementing our solutions with customers. We use standard project management methodology across five major lifecycle phases. Initiation, Planning, Executing, Monitoring/Controlling, and Closeout. The figure below summarizes the major activities and is representative of the actions ViON performs in each of these phases.

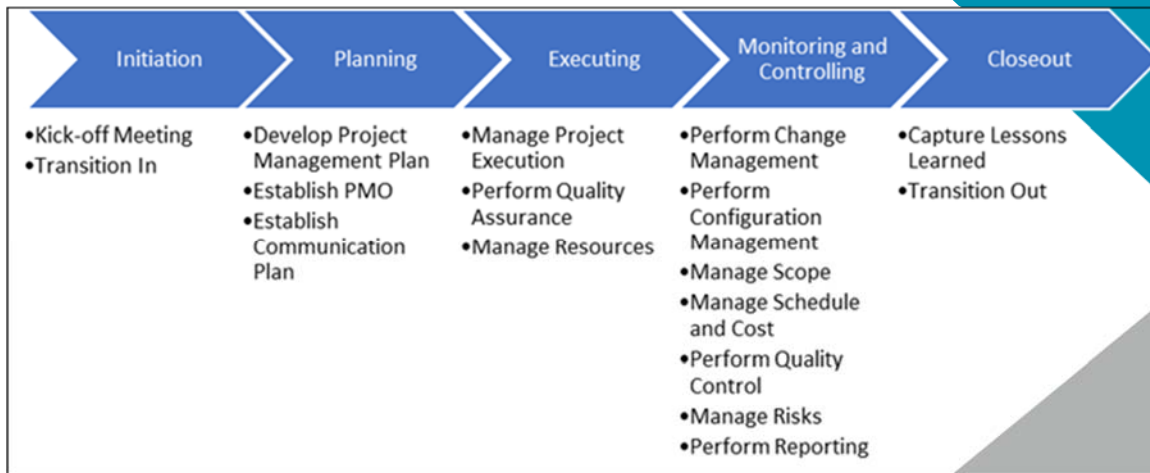


Figure 6 – Representative ViON Project Management Phases

The first two phases of ViON's project management methodology are Contract Initiation and Planning. The first 90 days from contract award will set the tone for the Participating Entity. To demonstrate our ability to ensure a successful program and contract with a Participating Entity, we have created a high-level program plan to manage the overall project.

Several key milestones will be accomplished: Confirmation of Program Staffing, Template and Deliverable Review, Kickoff Meeting, Establishment of Cadence and Communication, and Establishment of a Customer portal.

Task Name	Duration
Participating Entity Contract	90 days
Contract Award	0 days
Authorize Key Staff	2 days
Finalize Staffing Plan	10 days
Internal Kick-off Meeting	10 days
Kickoff Meeting with Participating Entity	15 days
Establish Transition Cadence and Coordination of Workshop meetings	20 days
Finalize Assessment and Delivery Final Migration Plan	90 days

Figure 7 – Representative First 90 Days



Program Staffing: Upon award, ViON will confirm and authorize program staff internally and in accordance with the staffing management plan. Within 10 business days, the staffing plan will be finalized. This includes key personnel identified in this response as well as all additional support staff and structures to support the contract.

Template and Deliverable Review: Once staffing is authorized, all reporting templates will be reviewed and key contract dates and deliverables will be reviewed with the Program Account Manager and the associated support team.

Kickoff Meeting: ViON will schedule a Kickoff Meeting with Participating Entity representatives and the ViON team to review contract terms, set dates for reoccurring meetings, review templates for all reporting, discuss any access and security requirements, contract roles and responsibilities, contract SLA's, and technology support requirements. Parties will ensure that all stakeholders agree on the project scope, governing policies, and guidelines. As part of the kickoff, a regular communication plan will be discussed and a regular cadence will be established with the Participating Entity and all stakeholders will be identified. All data points required from the Participating Entity will need to be provided to ViON within 5 working days after the 'Kick-off' session. ViON will provide a questionnaire and data gathering spreadsheet that can be used as the basis for collecting this information from the Participating Entity.

Contract Cadence and Communication: As part of the contract kick-off meeting a regular communication cadence will be established. This will include identifying specific dates for quarterly reviews. Any current task orders and associated meetings will be discussed and determined at this time. A stakeholder register will be published to all stakeholders with relevant contact information within 5 business days after the kickoff meeting.

Contract Execution:

Solid planning leads to solid execution. The next phase of our project management methodology is Execution. During contract execution, we evaluate our performance on a regular basis to ensure satisfaction of defined quality standards, performance metrics, and SLAs. ViON's Program Manager will perform contract administration, manage relationships with the Participating Entity. Regular status meetings will be held with the Participating Entity to track projects from idea to order complete and subsequent delivery and stand up. During this phase the following cadences will be executed: Quarterly Review meetings; Monthly meetings to review ongoing tasks, projects, and acquisitions of products and services; Project Reporting and Documentation Deliverables.

During contract execution, we evaluate our performance on a regular basis to ensure satisfaction of defined quality standards, performance metrics, and SLAs. The Program Account Manager also obtains regular subcontractor performance reports, to ensure that all subcontracted activities are on track.

In addition to the above and as part of the Program Management Approach, the following cadence will be established:



Monthly Reviews: Though not defined or required in the RFP, progress towards completion of any current technology installation, transition, and/or services implementation will also be discussed and monitored throughout the transition phase as well as during steady-state operations. ViON recommends at a minimum a monthly meeting with the customer technical POC. This will provide the framework to reallocate resources (if required) and establish priorities to ensure that issues are resolved and all customer inquiries and priorities are reflected in the scope of activities. Additionally, ViON internal project management policies and procedures, as well as our Quality Assurance Methodologies, such as weekly staff meetings, work-in-progress reports, monthly progress reports, communication lines, and quality control procedures are directed toward preventing problems and dealing with them effectively if they occur. Set channels of communication and escalation with the Participating Entity's POC's (contract and technical) will be discussed, established, and published to all parties after the Kick-off meeting.

Contract Monitoring and Controlling: The Program Manager, in close cooperation with the ViON Program Management Office team, regularly reviews and monitors contract performance and identifies current and potential issues and risks. Preventive actions avoid predictable issues and mitigate or eliminate risks. Tracking and reporting enable ViON to correct problems and allow future tasks to benefit by identifying where we are performing well and lessons learned. The Program Manager also maintains key project documents, including task order schedules (fully populated with resource assignments), issue records, Progress Reports, Task Order Status Reports, and monthly cost/budget information. The Program Manager holds regular and ad hoc status meetings with the technical staff or technical leads to track progress. The Program Account Manager also obtains regular performance reports from each technical team lead to ensure that all objectives are on track.

The Program Account Manager keeps NASPO fully informed on project status during monthly meetings and as defined by the RFP requirements.

Contract Closeout: Upon termination of the contract, ViON supports a smooth transition to the NASPO to minimize disruption during the transition period to NASPO. This includes turnover and review of all project assets, documentation, and other pertinent information on processes, procedures, and policies.

Metrics provide a basis for continuous improvement. The metrics gathered by ViON during contract execution are monitored on an ongoing basis, and, at the end of the contract, are used to identify opportunities for improvement.

ViON also holds a Lessons Learned Review session to further discuss where we failed, what we did well, and what areas could have been improved. We welcome the NASPO's participation in this review. Lessons Learned are documented and used to improve ViON standards and procedures.

Public and Community Cloud Offerings for IaaS, PaaS, and SaaS:



ViON will provide a Statement of Work (SOW) within 5 business days of receiving the firm intent to purchase from the customer. Upon receiving the signed copy of the SOW, ViON will provision the account and provide customer login details within 5 business days.

Private and Hybrid Cloud Offerings for IaaS, PaaS, and SaaS:

Typical transition times for these types of environments are 30, 60, or 90 days depending on scope and size. ViON can design and build a new environment in 3 to 6 months. Workload migrations depend on the type and complexity of migration, customer participation, and order of priority. Upon receipt of the workload migration order, ViON will work with the customer to plan accordingly and provide timelines.

Updated Services as Technology Changes ^[RFP 8.3.8]

How Services Will Continue to Meet Requirements

ViON understands the State of Utah's expectation for vendors to update services as technology changes. ViON will be continuously updating all technologies that comprise our solutions as technology changes. During the term of the Master Agreement(s) new solutions may be introduced and/or removed from our offering. Any new services that are introduced will meet the minimum specifications and terms and conditions outlined in the resulting master agreement and in our response to this solicitation. New additions with accompanying terms and conditions will not diminish or weaken existing terms and conditions in the judgment of the State. Pricing will utilize the same pricing structure as was used for services falling into the same service category. The same minimum discount prices identified on our cost proposal will apply to the new solutions and services.

Maintaining Discounts

ViON will maintain discounts at the levels set forth in the contract. Discounts are set in offerings on the catalog and maintained throughout the life of the service. Discounts may increase during the life of the service but will never decrease.

Reporting Changes in Technology and Recommendations for Service Updates

Changes in the technology of services provided are reported in alignment with OEM service life and supportability matrices. For example, a compute service is offered providing IaaS with the Windows 2008R2 operating system, it will be supported by Microsoft until July of 2019. At July of 2019, the operating system will move into extended support. ViON will begin contacting customers running IaaS compute instances on Windows 2008R2 to help them plan migrations to our IaaS compute services running Windows 2012, 2012R2, 2016, or the upcoming Windows 2019 to remain in supported status. These reports are sent to the primary contact on the customer account via email and a follow up will happen with the account manager to ensure the customer is aware of the end of life, end of support of any of the services they are consuming with ViON.

Transition Support Provided for Operations Negatively Impacted by Service Change

ViON will provide transition support to any Participating Entity who may be negatively impacted by a service change. For service changes that are announced, and options provided to the customer are not taken to migrate or move to a new service because of existing service change, ViON will provide contract service support at an additional fee.



Customer Service Provided *[RFP 8.4.1]*

ViON understands the importance of customer service and we ensure excellent customer service will be provided to any Purchasing Entity. ViON's foundation has been built on a customer intimacy model, which will be provided to all Purchasing Entities with a single point of contact for all solutions offered in this proposal.

ViON will provide the Participating Entity with 24x7x365 Support Services via two support and operation centers located in Herndon, VA, and Ogden, UT staffed with fully cleared, advanced support engineers. We have experienced Customer Support teams, Solution Delivery Consultants, and Project Managers all dedicated to providing excellent customer service. We have support models that will fit the needs of any Participating Entity. This includes:

Customer Service Support Center: The Participating Entity will have 24x7x365 immediate access to expert hardware and software engineers in support of our solutions.

- One number to call for support across all our solutions
- 24x7x365 Live, US-based, cleared resources
- ITIL based incident and problem management methodologies
- Industry standard SLA response times
- Manufacture certified storage, system, software, and network engineers

On-Site Field Engineering – Team of experts will provide customer service and support at the Participating Entity's location.

- Flexible onsite response time SLA's
- 24x7x365 access to onsite cleared personnel
- Subject matter experts in our Cloud solutions

Quality Assurance Measures

ViON continually measures and monitors our performance as it relates to delivering a flawless technical performance at multiple levels and takes corrective actions immediately when we perceive a shortcoming. That shortcoming could be addressed by quality circle meetings, post-mortem examinations, and/or application of corrective actions. Cause and effect examinations are constantly undertaken to ensure a successful and positive customer experience the first time, every time.

ViON's Quality Management System (QMS) prescribes that all projects have a Quality Assurance Plan (QAP). The Performance Standards Summary (PSS) in the QAP normally aligns with the government's Quality Assurance Surveillance Plan (QASP) to encourage the pursuit of common quality goals. The QAP supports performance-based contracting by including SLA when appropriate.

ViON deploys several methods of surveillance to ensure quality is maintained. We obtain customer feedback from customer satisfaction surveys or customer complaints. We conduct 100% inspection to verify system delivery and correct performance. Periodic inspections are conducted on select tasks on less than 100 percent or random basis. Additionally, we evaluate by



directly observing our services to determine conformance to requirements and utilize ViON self-reporting on performance and potential performance issues.

Escalation Plan for Problems and/or Complaints

ViON has well-defined and established problem escalation and reporting procedures that enable the shortest and simplest resolution. We have a team of experts at our Support Center that will be available to the Participating Entity 24x7x365. When the Support Center is contacted, the problem is identified and analyzed, resolution will begin immediately. If an incident warrants escalation, ViON Engineers, which are geographically dispersed throughout the United States, will be dispatched to the Participating Entity's location. ViON will notify all internal senior management immediately and on regularly scheduled timetables. ViON's Senior Management will be informed of the issues, impact, planned troubleshooting and expected resolution timetable.

ViON will own the problem from start to finish. We will update designated parties live or via phone, email, text on agreed to schedule if not live. When other vendors are involved, ViON owns the resolution until it is definitive that our solution is not the cause. In those cases, ViON with customer approval will continue to monitor with the customer until the incident is resolved. ViON is known amongst our current customer base for this dedication.

Service Level Agreement

ViON has 16 years of experience in provisioning the required tools and personnel necessary to meet and exceed SLAs for our cloud solutions. ViON understands that SLAs are commitments in performance standards and are necessary with as-a-service and cloud offerings. The following Matrix provides ViON's response times and methods of response based on the severity of the issue. We provide SLAs around responses to incidents and works closely with customers to meet their SLA requirements. The ViON Support Center is Staffed 24x7x365 with cleared support staff and has secure remote access to environments where granted by the customer to diagnose and troubleshoot issues as soon as they are reported. ViON currently has strong partnerships with many vendors to meet or exceed the SLA response timeframes outlined below.

Severity	Description	Phone Response Time	Onsite Response Time	Action
1	More than one (1) System or Application is Down or Not Functioning	Within 15 Minutes	2 to 4 hours	Email Notification followed by Phone Call
2	A System or Application is down or useable but with Severe Restrictions	Within 45 minutes	4 hours	Email Notification followed by Phone Call
3	Problems or Errors, but No impact to Operations or Applications	Within 24 hours	Next Business Day	Email Notification
4	Information Requests Only - Technical Questions	Within 24 hours	N/A	Email Notification

Figure 8 - Customer Service SLA



Severity 1 (Urgent): A problem that severely impacts use of systems or applications in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists.

Severity 2 (High): A problem where the system or application is functioning but your use in a production environment is severely reduced. The situation is causing a high impact on portions of your business operations and no procedural workaround exists. (Customer Satisfaction issues or multiple repeated errors of a lesser Severity can be escalated to Severity 2)

Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the systems or applications in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.

Severity 5 (Low): A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

Ability to Comply with Customer Service Requirements ^[RFP 8.4.2]

Lead Representative

ViON understands and will comply with the requirement that we are to have one lead representative for each entity that executes a Participating Addendum. The lead representative's information will be kept current.

Customer Service Availability

A ViON Customer Service Representative will be available by phone or e-mail from 7AM to 6PM. Our Service Representatives are available by phone or E-Mail 24 hours a day, 7 days a week, and 365 days a year.

Customer Service Response Time

ViON Customer Service Representatives will respond to all inquiries within one business day. ViON takes overall customer satisfaction of paramount importance and will set up discussions with the leads and managers within the ViON operations staff to support any customer problem or issue. Additionally, customers will receive a list of key contacts familiar with their environment that can escalate as needed.

Design Services

ViON understands and will comply with the requirement that we are to provide design services in the applicable categories.



ViON understands and will comply with the requirement that we are to provide installation services in the applicable categories.

Security of Information [RFP 8.5(E)]

Measures Taken to Protect Data [RFP 8.5.1]

ViON has over 35 years of experience of protecting data for the most demanding government and business requirements. ViON has a long history of meeting Federal requirements for data protection, storage, and destruction. ViON has no access to customer stored data within the ViON Private Cloud solution nor into the ViON Public Cloud solution. Data transferred between endpoints is encrypted with HTTPS, and then when stored in a storage account is encrypted at rest. The Tenant enclave object is the only object that ViON sees from an administrative perspective when maintaining the infrastructure that the customer's cloud services run on top of.

When the customer ceases to be a ViON customer and has migrated from the ViON Public or ViON Private solution the enclave is deleted from the hardware in the case of the Private Cloud and transferred to a new service management owner in the case of the Public Cloud. At all times data is owned and controlled by the customer. All disks that are associated with the private cloud solution are destroyed upon replacement according to the NIST SP 800-88 guidelines.

Compliance with Applicable Data Privacy and Security Laws [RFP 8.5.2]

ViON will comply with all applicable laws related to privacy and security. ViON leads the industry in establishing clear security and privacy requirements and then consistently meeting these requirements. The ViON Cloud solution offerings meet a broad set of international and industry-specific compliance standards, such as General Data Protection Regulation (GDPR), ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards, including Australia IRAP, UK G-Cloud, and Singapore MTCS. Rigorous third-party audits, such as those done by the British Standards Institute, verify ViON's adherence to the strict security controls these standards mandate.

The compliance and legal adherence practice is a function of the ViON program management office. The PMO has a routine schedule of audits and compliance standard maintenance to ensure the ViON cloud solutions meet applicable laws and regulations required by our customers. The results of these audits are available at customer request.

Accessing a Purchasing Entity's User Accounts or Data [RFP 8.5.3]

ViON has no access to customer stored data within the ViON Private Cloud solution nor into the ViON Public Cloud solution. If a customer wishes to have ViON access their data hosted on the ViON Public Cloud or Private Cloud solution the customer must provide access via an invitation to the ViON commercial Azure Active Directory (AAD) or ViON government AAD user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring.



Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer.

Privacy and Security [RFP 8.6 (E)]

Commitment to Comply with NIST [RFP 8.6.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON is committed to compliance with NIST Special Publication 800-145 and our cloud solutions are purpose-built to comply with the essential characteristics, service models, and deployment models as defined in the Special Publication.	✓	✓	✓
ViON Public Cloud	ViON is committed to compliance with NIST Special Publication 800-145 and our Public Cloud solutions are purpose-built to comply with the essential characteristics, service models, and deployment models as defined in the Special Publication.			
	The Virtustream Federal Cloud (IaaS) has met the requirements for a FedRAMP moderate P-ATO. The IAAS is assessed annually by a FedRAMP certified 3rd Party Assessment Organization (3PAO). The annual assessment will review a subset of the NIST 800-53 Revision 4 controls as designated by FedRAMP. Virtustream's 3PAO shall demonstrate impartiality throughout the assessment to accurately assess the status of all security controls in place	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream.			
	Azure is fully compliant with NIST Special Publication 800-145 and delivers Public Cloud solutions that are purpose-built to comply with the essential characteristics, service models, and deployment models as defined in the Special Publication.	✓	✓	✓
	The Virtustream Federal Cloud (IaaS) has met the requirements for a FedRAMP moderate P-ATO. The IAAS is assessed annually by a FedRAMP certified 3rd Party Assessment Organization (3PAO). The annual assessment will review a subset of the NIST 800-53 Revision 4 controls as designated by FedRAMP. Virtustream's 3PAO shall demonstrate impartiality throughout the assessment to accurately assess the status of all security controls in place	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.			
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓



ViON has listed all security certifications currently held as they apply to our proposed solutions.

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The security certifications we currently hold that apply specifically to our proposed solution are: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, CJIS, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FedRAMP, SOC 1 and SOC 2, FERPA, FFIEC, FIPS 140-2, GLBA, HIPPA/HITECH, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, PCI DSS Section 508, SOX	✓	✓	✓
ViON Public Cloud	The security certifications we currently hold that apply specifically to our Public Cloud proposed solution are: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, CJIS, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FedRAMP, SOC 1 and SOC 2, FERPA, FFIEC, FIPS 140-2, GLBA, HIPPA/HITECH, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, PCI DSS Section 508, SOX Virtustream holds the following certifications and maintains the following compliance requirements: • ISO 27001/27017/27018 • ISO 9001 • ISO 22301 • SSAE18/SOC2/SOC3 • PCI DSS 3.2 • FedRAMP Moderate P-ATO • NIST 800-53R4 • NIST 800-171 • IRS 1075 • CSA STAR Virtustream maintains security certifications by performing internal audits to validate the required controls that are in place to successfully pass the external 3rd party audits and attestations. Any findings, as a result of an external audit, are logged and tracked internally until they are closed and validated by the 3rd party audit team(s). NOTE: Virtustream is CJIS and HIPAA/HITECH/HITRUST compliant but as there is no certification for these, so we did not include it in the list above.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The security certifications that apply specifically to our proposed solution are: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, CJIS, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FedRAMP, SOC 1 and SOC 2, FERPA, FFIEC, FIPS 140-2, GLBA, HIPPA/HITECH, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, PCI DSS Section 508, SOX	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Virtustream holds the following certifications and maintains the following compliance requirements: • ISO 27001/27017/27018 • ISO 9001 • ISO 22301 • SSAE18/SOC2/SOC3 • PCI DSS 3.2 • FedRAMP Moderate P-ATO • NIST 800-53R4 • NIST 800-171 • IRS 1075 • CSA STAR Virtustream maintains security certifications by performing internal audits to validate the required controls that are in place to successfully pass the external 3rd party audits and attestations. Any findings, as a result of an external audit, are logged and tracked internally until they are closed and validated by the 3rd party audit team(s). NOTE: Virtustream is CJIS and HIPAA/HITECH/HITRUST compliant but as there is no certification for these, so we did not include it in the list above.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Security Practices [RFP 8.6.3]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Private Cloud Solution includes premier services that are designed to keep a Purchasing Entity's Cloud data and applications safe from threats. Specific strategies that are implemented by our Cloud Services Team are as follows. - Logically segment subnets - Controlling routing behavior - Enabling Forced Tunneling - Use of Virtual Network Appliances - Deploy DMZs for security zoning - Avoid exposure to the internet with dedicated WAN links - Disable RDP Access to Azure Virtual Machines - Enable Azure Security Center	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Additionally, our cloud solutions offer Azure Security Center which prevents, detects, and responds to threats with increased visibility into and control over the security of your Azure resources. It includes integrated security monitoring and policy management across all subscriptions, which allows users and administrators to help detect threats that might otherwise go unnoticed. The Security Center also works with a broad ecosystem of security solutions. Security Center helps you safeguard virtual machine data in Azure by providing visibility into your virtual machine's security settings and monitoring for threats. The Security Center can monitor your virtual machines and PaaS instances for: - Operating System (OS) security settings with the recommended configuration rules - System security and critical updates that are missing - Endpoint protection recommendations - Disk encryption validation - Network-based attacks Azure Security Center uses Role-Based Access Control (RBAC), provides built-in roles that can be assigned to users, groups, and services in Azure. Security Center assesses the configuration of your resources to identify security issues and vulnerabilities. In Security Center, you only see information related to a resource when you are assigned the role of Owner, Contributor, or Reader for the subscription or resource group that a resource belongs to. In addition, monitoring tools are available for you to monitor both internal and external activity to be aware of potential inter-site/company intrusions and external intrusions	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Our Azure Public Cloud solution includes premier services that are designed to keep a Purchasing Entity's Cloud data and applications safe from threats. Specific strategies that are implemented by our Cloud Services Team are as follows. - Logically segment subnets - Controlling routing behavior - Enabling Forced Tunneling - Use of Virtual Network Appliances - Deploy DMZs for security zoning - Avoid exposure to the internet with dedicated WAN links - Disable RDP Access to Azure Virtual Machines - Enable Azure Security Center Additionally, we offer Azure Security Center which prevents, detects and responds to threats with increased visibility into and control over the security of your Azure resources. It includes integrated security monitoring and policy management across all subscriptions, which allows users and administrators to help detect threats that might otherwise go unnoticed. The Security Center also works with a broad ecosystem of security solutions.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Security Center helps you safeguard virtual machine data in Azure by providing visibility into your virtual machine's security settings and monitoring for threats. The Security Center can monitor your virtual machines and PaaS instances for: - Operating System (OS) security settings with the recommended configuration rules - System security and critical updates that are missing - Endpoint protection recommendations - Disk encryption validation - Network-based attacks Azure Security Center uses Role-Based Access Control (RBAC), provides built-in roles that can be assigned to users, groups, and services in Azure. Security Center assesses the configuration of your resources to identify security issues and vulnerabilities. In Security Center, you only see information related to a resource when you are assigned the role of Owner, Contributor, or Reader for the subscription or resource group that a resource belongs to. In addition, monitoring tools are available for you to monitor both internal and external activity to be aware of potential inter-site/company intrusions and external intrusions. Virtustream's IaaS are emplaced in non-descript facilities that have and implement layered or defense-in-depth physical security mechanisms such as fences, bollards, non-descriptive buildings and locales, CCTV, man-traps, physical security access control processes and procedures, biometric and proximity card access points. Virtustream data centers are physically accessible by designated employees and approved employees only. Virtustream employees who are assigned to the data center are issued a proximity card which is required to access the data center. Once inside, physical access to the data processing area is restricted to specific employees. Physical access to the data processing areas is protected by biometric locks on the doors. Data center personnel maintain a list of all approved personnel who have access to the data center offices and who have access to the data processing areas. Virtustream's architecture model provide tenant isolation through the use of Virtual Route Forwarding (VRF) and Virtual Local Area Network (VLAN) technology. Each Virtustream customer uses their own distinct network connection to extend into the Virtustream cloud customer zone creating an isolated path. Customers can elect Intel's TxT technology to demonstrate geo-fencing of data to specific data centers. Virtustream offers security solutions that customers can select to protect their data while in transit and at rest. Customers are responsible for the protection of their data within their customer zone. Virtustream does not process, store, or disseminate customer data within the Virtustream-controlled management zone.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Virtustream invokes a defense-in-depth model for monitoring the management zone with tools such as Splunk, Trend Micro, Fortinet, and Tenable. These tools are available for customers to select as a managed service	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Our Azure Public Cloud solution includes premier services that are designed to keep a Purchasing Entity's Cloud data and applications safe from threats. Specific strategies that are implemented by our Cloud Services Team are as follows. - Logically segment subnets - Controlling routing behavior - Enabling Forced Tunneling - Use of Virtual Network Appliances - Deploy DMZs for security zoning - Avoid exposure to the internet with dedicated WAN links - Disable RDP Access to Azure Virtual Machines - Enable Azure Security Center Additionally, we offer Azure Security Center which prevents, detects and responds to threats with increased visibility into and control over the security of your Azure resources. It includes integrated security monitoring and policy management across all subscriptions, which allows users and administrators to help detect threats that might otherwise go unnoticed. The Security Center also works with a broad ecosystem of security solutions. Security Center helps you safeguard virtual machine data in Azure by providing visibility into your virtual machine's security settings and monitoring for threats. The Security Center can monitor your virtual machines and PaaS instances for: - Operating System (OS) security settings with the recommended configuration rules - System security and critical updates that are missing - Endpoint protection recommendations - Disk encryption validation - Network-based attacks Azure Security Center uses Role-Based Access Control (RBAC), provides built-in roles that can be assigned to users, groups, and services in Azure. Security Center assesses the configuration of your resources to identify security issues and vulnerabilities. In Security Center, you only see information related to a resource when you are assigned the role of Owner, Contributor, or Reader for the subscription or resource group that a resource belongs to. In addition, monitoring tools are available for you to monitor both internal and external activity to be aware of potential inter-site/company intrusions and external intrusions.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Virtustream's IaaS are emplaced in non-descript facilities that have and implement layered or defense-in-depth physical security mechanisms such as fences, bollards, non-descriptive buildings and locales, CCTV, man-traps, physical security access control processes and procedures, biometric and proximity card access points. Virtustream data centers are physically accessible by designated employees and approved employees only. Virtustream employees who are assigned to the data center are issued a proximity card which is required to access the data center. Once inside, physical access to the data processing area is restricted to specific employees. Physical access to the data processing areas is protected by biometric locks on the doors. Data center personnel maintain a list of all approved personnel who have access to the data center offices and who have access to the data processing areas. Virtustream's architecture model provide tenant isolation through the use of Virtual Route Forwarding (VRF) and Virtual Local Area Network (VLAN) technology. Each Virtustream customer uses their own distinct network connection to extend into the Virtustream cloud customer zone creating an isolated path. Customers can elect Intel's TxT technology to demonstrate geo-fencing of data to specific data centers. Virtustream offers security solutions that customers can select to protect their data while in transit and at rest. Customers are responsible for the protection of their data within their customer zone. Virtustream does not process, store, or disseminate customer data within the Virtustream-controlled management zone. Virtustream invokes a defense-in-depth model for monitoring the management zone with tools such as Splunk, Trend Micro, Fortinet, and Tenable. These tools are available for customers to select as a managed service	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Data Confidentiality Standards and Practices ^[RFP 8.6.4]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	To ensure Azure data confidentiality standards are in place the following best practices are enabled but are not limited to. This also includes prevention of exposure to unauthorized personnel,	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	managing and reviewing access that administrators have access to stored data: - Enforce Multi-Factor Authentication - Use Role-Based Access Control - Encrypt Azure Virtual Machines - Use Hardware Security Modules - Secure Workstations with Privileged Access Workstations (PAW) - Enable SQL data encryption - Protect data in transit - Enforce File-Level Data Encryption Hardware hosted within the Azure platform also adhere to these best practices.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. To ensure Azure data confidentiality standards are in place the following best practices are enabled but are not limited to. This also includes prevention of exposure to unauthorized personnel, managing and reviewing access that administrators have access to stored data: - Enforce Multi-Factor Authentication - Use Role-Based Access Control - Encrypt Azure Virtual Machines - Use Hardware Security Modules - Secure Workstations with Privileged Access Workstations (PAW) - Enable SQL data encryption - Protect data in transit - Enforce File-Level Data Encryption Hardware hosted within the Azure platform also adhere to these best practices. Virtustream customers are logically separated via VLAN and VRF technologies which ensure that different customers' data is not accessible and cannot be altered. Virtustream does not have direct access to customer data within their customer zone. Virtustream offers an encryption at rest and encryption in transit managed service. This provides an additional level of protection for customer's data within their VLAN. Customers are responsible for providing the security mechanisms to protect their data confidentiality within their customer zone and are responsible for the logical access control to the applications, databases, and virtual machines within their customer zone. Only approved Virtustream personnel have access to the Virtustream Management Zone (MZ), which is the underlying infrastructure that supports the customer zone. All privileged users are required to use two-factor authentication (2FA) when accessing the MZ. All privileged user access to the MZ is logged and reviewed by Virtustream Security Intelligence Operations Center (SIOC). Virtustream employees who are assigned to IaaS must pass a background investigation. In addition, Virtustream employees	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	assigned to the IaaS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone. All Virtustream employees with access to the IaaS are required to have hard drive encryption on their laptops. All Virtustream personnel use mobile devices that are configured and centrally managed by Dell/EMC Technologies corporate IT. Our IaaS team performs quarterly privileged user access reviews	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. To ensure Azure data confidentiality standards are in place the following best practices are enabled but are not limited to. This also includes prevention of exposure to unauthorized personnel, managing and reviewing access that administrators have access to stored data: - Enforce Multi-Factor Authentication - Use Role-Based Access Control - Encrypt Azure Virtual Machines - Use Hardware Security Modules - Secure Workstations with Privileged Access Workstations (PAW) - Enable SQL data encryption - Protect data in transit - Enforce File-Level Data Encryption Hardware hosted within the Azure platform also adhere to these best practices. Virtustream customers are logically separated via VLAN and VRF technologies which ensure that different customers' data is not accessible and cannot be altered. Virtustream does not have direct access to customer data within their customer zone. Virtustream offers an encryption at rest and encryption in transit managed service. This provides an additional level of protection for customer's data within their VLAN. Customers are responsible for providing the security mechanisms to protect their data confidentiality within their customer zone and are responsible for the logical access control to the applications, databases, and virtual machines within their customer zone. Only approved Virtustream personnel have access to the Virtustream Management Zone (MZ), which is the underlying infrastructure that supports the customer zone. All privileged users are required to use two-factor authentication (2FA) when accessing the MZ. All privileged user access to the MZ is logged and reviewed by Virtustream Security Intelligence Operations Center (SIOC). Virtustream employees who are assigned to IaaS must pass a background investigation. In addition, Virtustream employees assigned to the IaaS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone. All Virtustream employees with access to the IaaS are required to have hard drive encryption on their laptops. All Virtustream personnel use mobile devices that are configured and centrally managed by Dell/EMC Technologies corporate IT. Our IaaS team performs quarterly privileged user access reviews	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.	✓	✓	✓
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Third-Party Attestations, Reports, Security Credentials, and Certifications [RFP 8.6.5]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Private Cloud solution, Microsoft Azure, is certified in: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FERPA, FFIEC, FIPS 140-2, GLBA, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, Section 508, SOX	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Microsoft Azure, is certified in: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, CJIS, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FedRAMP, SOC 1 and SOC 2, FERPA, FFIEC, FIPS 140-2, GLBA, HIPAA/HITECH, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, PCI DSS Section 508, SOX Security is the foundation of the ViON/Virtustream's business. Virtustream xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain compliance. • ISO 27001/27017/27018 • ISO 9001 • ISO 22301 • SSAE18/SOC2/SOC3 • PCI DSS 3.2 • FedRAMP Moderate P-ATO • NIST 800-53R4 • NIST 800-171 • IRS 1075 • HIPAA/HITECH/HITRUST • CSA STAR Virtustream can also support other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls). All customer requests for 3rd party attestations can be made by submitting a ticket through Service Now.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Microsoft Azure, is certified in: General Data Protection Regulation (GDPR), ISO 27001, 23 NYCRR 500, CJIS, DFARS, DoD, DoE 10 CFR Part 810, EAR (US), FDA CFR Title 21 Part 11, FedRAMP, SOC 1 and SOC 2, FERPA, FFIEC, FIPS 140-2, GLBA, HIPAA/HITECH, HITRUST, IRS 1075, ISO/IEC, CSA/CCM, ITAR, MARS-E, NIST 800-171, PCI DSS Section 508, SOX Security is the foundation of the ViON/Virtustream's business. Virtustream xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain compliance. • ISO 27001/27017/27018 • ISO 9001 • ISO 22301 • SSAE18/SOC2/SOC3 • PCI DSS 3.2 • FedRAMP Moderate P-ATO • NIST 800-53R4 • NIST 800-171 • IRS 1075 • HIPAA/HITECH/HITRUST • CSA STAR Virtustream can also support other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls). All customer requests for 3rd party attestations can be made by submitting a ticket through Service Now.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Logging Process ^[RFP 8.6.6]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Private Cloud solution produces extensive logging for every IaaS, PaaS, and SaaS service at the platform layer. These logs are categorized by these main types: Control/Management: These logs give the Participating Entity visibility into the Azure Resource Manager CREATE, UPDATE,	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	and DELETE operations. Azure Activity Logs is an example of this type of log. Data Plane Logs: These logs give visibility into the events raised as part of the usage of an Azure resource. Examples of this type of log are the Windows event System, Security, and Application logs in a virtual machine and the Diagnostics Logs configured through Azure Monitor Processed Events: These logs give information about analyzed events/alerts that have been processed on your behalf. Examples of this type are Azure Security Center Alerts where Azure Security Center has processed and analyzed your subscription and provides concise security alerts Please see Figure 4, which lists the most important types of logs available in our Azure Cloud Solution. Additionally, ViON will provide the Participating Entity with a managed service assurance capability based on the ScienceLogic SL1 AIOps Platform. The SL1 platform will provide infrastructure discovery across the enterprise in both on-prem and cloud-based environments in a single platform for visibility, context, and automation support. The platform provides detailed metrics through agentless polling of any device or service to gather availability, performance, utilization, and configuration that can be visualized in real-time dashboards, ad-hoc or scheduled reports and integrated into ITSM tools or analytics engines as appropriate. The logging process begins with discovery through any of 14 different protocols for agentless device identification data acquisition. ScienceLogic's intelligent auto-discovery utilizes a patented solution (U.S. Patent 9,077,611 B2, "Self-Configuring Network Management System") automatically discovers resources using monitoring policies that iteratively uncover and collect element configuration, asset, and performance detail—in highly dynamic environments—with no action required by the user. ScienceLogic's patented, intelligent, and agentless discovery enables customers to discover their entire base of IT infrastructure, no matter where it is located. Discovery is deep and accurate and extends to include IT elements in the public cloud or inside converged, heavily virtualized data centers, or traditional infrastructure. Discovery methods include traditional ping and SNMP, as well as WMI, PowerShell, XML, SSH, SMI-S, SMTP and more, including SOAP XML or Syslog. In a standard compute platform, a typical example of monitored elements includes Availability, Latency, CPU Utilization, Memory Utilization, Disk Utilization, Network Utilization, Services, Processes, Software (installed), open TCP Ports, Up Time, and many others based on device type. The platform can also ingest both trap and syslog data as well as poll for deeper application or service data	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	like web server and database performance. A typical server-based device, that is virtualized, and running a web server ay yield roughly 60 separate metrics for performance and 30 for configuration as an example			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON / Azure Public Cloud solutions produce extensive logging for every IaaS, PaaS and SaaS service at the platform layer. These logs are categorized by these main types: Control/Management: These logs give the Participating Entity visibility into the Azure Resource Manager CREATE, UPDATE, and DELETE operations. Azure Activity Logs is an example of this type of log. Data Plane Logs: These logs give visibility into the events raised as part of the usage of an Azure resource. Examples of this type of log are the Windows event System, Security, and Application logs in a virtual machine and the Diagnostics Logs configured through Azure Monitor Processed Events: These logs give information about analyzed events/alerts that have been processed on your behalf. Examples of this type are Azure Security Center Alerts where Azure Security Center has processed and analyzed your subscription and provides concise security alerts Please see Figure 4, which lists the most important types of logs available in our Azure Cloud Solution. Additionally, ViON will provide the Participating Entity with a managed service assurance capability based on the ScienceLogic SL1 AIOps Platform. The SL1 platform will provide infrastructure discovery across the enterprise in both on-prem and cloud-based environments in a single platform for visibility, context, and automation support. The platform provides detailed metrics through agentless polling of any device or service to gather availability, performance, utilization, and configuration that can be visualized in real-time dashboards, ad-hoc or scheduled reports and integrated into ITSM tools or analytics engines as appropriate. The logging process begins with discovery through any of 14 different protocols for agentless device identification data acquisition. ScienceLogic's intelligent auto-discovery utilizes a patented solution (U.S. Patent 9,077,611 B2, "Self-Configuring Network Management System") automatically discovers resources using monitoring policies that iteratively uncover and collect element configuration, asset, and performance detail—in highly dynamic environments—with no action required by the user. ScienceLogic's patented, intelligent, and agentless discovery enables customers to discover their entire base of IT infrastructure, no matter	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	where it is located. Discovery is deep and accurate and extends to include IT elements in the public cloud or inside converged, heavily virtualized data centers, or traditional infrastructure. Discovery methods include traditional ping and SNMP, as well as WMI, PowerShell, XML, SSH, SMI-S, SMTP and more, including SOAP XML or Syslog. In a standard compute platform, a typical example of monitored elements includes Availability, Latency, CPU Utilization, Memory Utilization, Disk Utilization, Network Utilization, Services, Processes, Software (installed), open TCP Ports, Up Time, and many others based on device type. The platform can also ingest both trap and syslog data as well as poll for deeper application or service data like web server and database performance. A typical server-based device, that is virtualized, and running a web server ay yield roughly 60 separate metrics for performance and 30 for configuration as an example Participating Entities can extend their current audit log solution or leverage Virtustream's subscription-based audit logging service. If a customer subscribes to the log service, the information will include virtual machine logs generated by the operating system and functionality of the systems.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON / Azure Public Cloud solutions produce extensive logging for every IaaS, PaaS and SaaS service at the platform layer. These logs are categorized by these main types: Control/Management: These logs give the Participating Entity visibility into the Azure Resource Manager CREATE, UPDATE, and DELETE operations. Azure Activity Logs is an example of this type of log. Data Plane Logs: These logs give visibility into the events raised as part of the usage of an Azure resource. Examples of this type of log are the Windows event System, Security, and Application logs in a virtual machine and the Diagnostics Logs configured through Azure Monitor Processed Events: These logs give information about analyzed events/alerts that have been processed on your behalf. Examples of this type are Azure Security Center Alerts where Azure Security Center has processed and analyzed your subscription and provides concise security alerts			



Solution	Detailed Response	IaaS	PaaS	SaaS
	Please see Figure 4, which lists the most important types of logs available in our Azure Cloud Solution. Additionally, ViON will provide the Participating Entity with a managed service assurance capability based on the ScienceLogic SL1 AIOps Platform. The SL1 platform will provide infrastructure discovery across the enterprise in both on-prem and cloud-based environments in a single platform for visibility, context, and automation support. The platform provides detailed metrics through agentless polling of any device or service to gather availability, performance, utilization, and configuration that can be visualized in real-time dashboards, ad-hoc or scheduled reports and integrated into ITSM tools or analytics engines as appropriate. The logging process begins with discovery through any of 14 different protocols for agentless device identification data acquisition. ScienceLogic's intelligent auto-discovery utilizes a patented solution (U.S. Patent 9,077,611 B2, "Self-Configuring Network Management System") automatically discovers resources using monitoring policies that iteratively uncover and collect element configuration, asset, and performance detail—in highly dynamic environments—with no action required by the user. ScienceLogic's patented, intelligent, and agentless discovery enables customers to discover their entire base of IT infrastructure, no matter where it is located. Discovery is deep and accurate and extends to include IT elements in the public cloud or inside converged, heavily virtualized data centers, or traditional infrastructure. Discovery methods include traditional ping and SNMP, as well as WMI, PowerShell, XML, SSH, SMI-S, SMTP and more, including SOAP XML or Syslog. In a standard compute platform, a typical example of monitored elements includes Availability, Latency, CPU Utilization, Memory Utilization, Disk Utilization, Network Utilization, Services, Processes, Software (installed), open TCP Ports, Up Time, and many others based on device type. The platform can also ingest both trap and syslog data as well as poll for deeper application or service data like web server and database performance. A typical server-based device, that is virtualized, and running a web server ay yield roughly 60 separate metrics for performance and 30 for configuration as an example Participating Entities can extend their current audit log solution or leverage Virtustream's subscription-based audit logging service. If a customer subscribes to the log service, the information will include virtual machine logs generated by the operating system and functionality of the systems.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Log Category	Log Type	Usages	Integration
Activity Logs	Control-plane events on Azure Resource Manager resources	Provide insight into the operations that were performed on resources in your subscription.	Rest API & Azure Monitor
Azure Diagnostic Logs	frequent data about the operation of Azure Resource Manager resources in subscription	Provide insight into operations that your resource performed itself	Azure Monitor, Stream
AAD Reporting	Logs and Reports	User sign-in activities & System activity information about users and group management	Graph API
Virtual Machine & Cloud Services	Windows Event log & Linux Syslog	Captures system data and logging data on the virtual machines and transfers that data into a storage account of your choice.	Windows using WAD (Windows Azure Diagnostics storage) and Linux in Azure monitor
Storage Analytics	Storage logging and provides metrics data for a storage account	Provides insight into trace requests, analyze usage trends, and diagnose issues with your storage account.	REST API or the client library
NSG (Network Security Group) Flow Logs	JSON format and shows outbound and inbound flows on a per rule basis	View information about ingress and egress IP traffic through a Network Security Group	Network Watcher
Application insight	Logs, exceptions, and custom diagnostics	Application Performance Management (APM) service for web developers on multiple platforms.	REST API, Power BI
Process Data / Security Alert	Azure Security Center Alert, Log Analytics Alert	Security information and alerts.	REST APIs, JSON

Figure 9 - Main types of logs

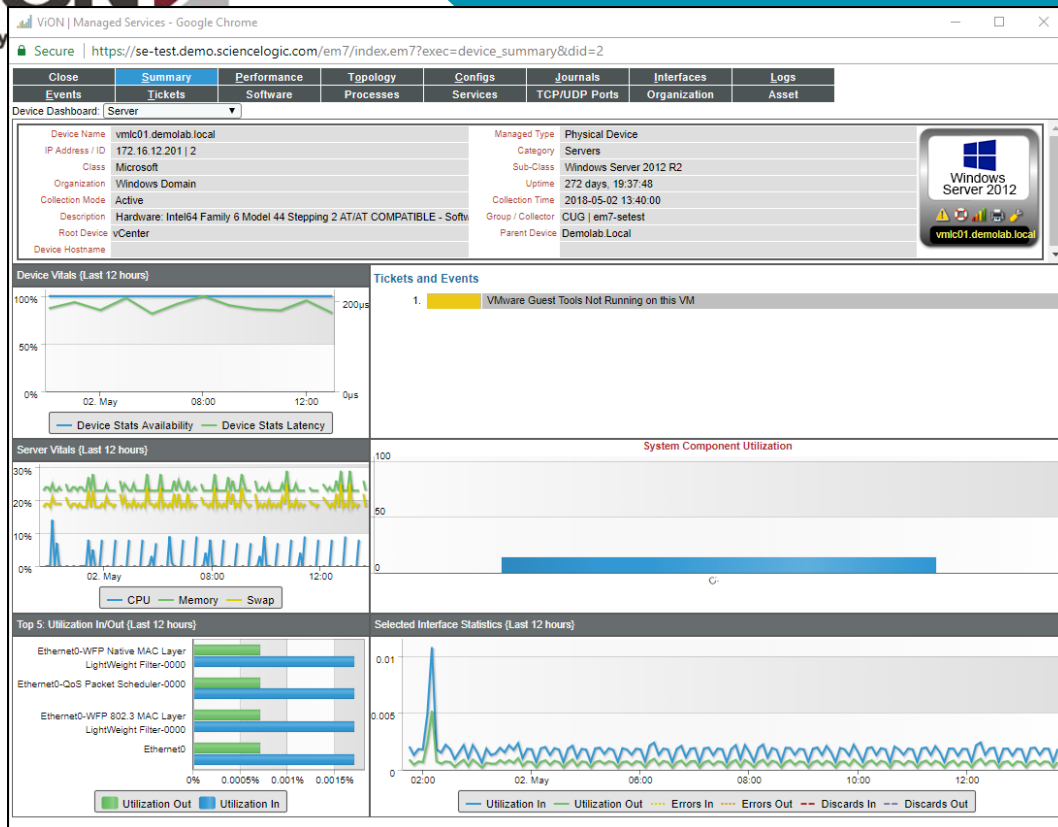


Figure 10 - Sample of Summary Log

**Restriction
of Visibility**

of Cloud-Hosted Data and Documents [RFP 8.6.7]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON has no access to customer stored data within the ViON Private Cloud solution. If a customer wishes to have ViON access their data hosted in our Private Cloud solution the customer must provide access via an invitation to the ViON commercial Azure Active Directory (AAD) or ViON government AAD user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. From an infrastructure level, the tenant enclave object is the only object that ViON sees from an administrative perspective when maintaining the infrastructure that the customer's cloud services run on top of. If the customer wishes as part of the SaaS offerings running in a customer enclave they may allow third party to access	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	their data via token authentication with expiration, external identity invitation, and creation of a tenant user account in their (AAD). Visibility is always restricted to the user account within the tenant that created it, and or a tenant administrator account. ViON retains no tenant administrator account access without prior authorization or creation from the customer. ViON only maintains an infrastructure administrator control of the cloud service where the tenant resides in the case of private cloud solution and maintains tenant billing account and access control in the case of the public cloud solution.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has no access to customer stored data within ViON Public Cloud solutions. If a customer wishes to have ViON access their data hosted in a ViON Public Cloud solution the customer must provide access via an invitation to the ViON commercial Azure Active Directory (AAD) or ViON government AAD user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. From an infrastructure level, the tenant enclave object is the only object that ViON sees from an administrative perspective when maintaining the infrastructure that the customer's cloud services run on top of. If the customer wishes as part of the SaaS offerings running in a customer enclave they may allow third party to access their data via token authentication with expiration, external identity invitation, and creation of a tenant user account in their (AAD). Visibility is always restricted to the user account within the tenant that created it, and or a tenant administrator account. ViON retains no tenant administrator account access without prior authorization or creation from the customer. ViON only maintains an infrastructure administrator control of the cloud service where the tenant resides in the case of private cloud solution and maintains tenant billing account and access control in the case of the public cloud solution. Virtustream does not have access to customer-hosted data. Customers are responsible for the logical access to their systems within the customer zone which sits upon the IaaS. The customer would need to create the user in their own Active Directory to allow access by named users of Virtustream for a specific system.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has no access to customer stored data within ViON Community Cloud solutions. If a customer wishes to have ViON			



Solution	Detailed Response	IaaS	PaaS	SaaS
	access their data hosted in a ViON Cloud solution the customer must provide access via an invitation to the ViON commercial Azure Active Directory (AAD) or ViON government AAD user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. From an infrastructure level, the tenant enclave object is the only object that ViON sees from an administrative perspective when maintaining the infrastructure that the customer's cloud services run on top of. If the customer wishes as part of the SaaS offerings running in a customer enclave they may allow third party to access their data via token authentication with expiration, external identity invitation, and creation of a tenant user account in their (AAD). Visibility is always restricted to the user account within the tenant that created it, and or a tenant administrator account. ViON retains no tenant administrator account access without prior authorization or creation from the customer. ViON only maintains an infrastructure administrator control of the cloud service where the tenant resides in the case of private cloud solution and maintains tenant billing account and access control in the case of the public cloud solution. Virtustream does not have access to customer-hosted data. Customers are responsible for the logical access to their systems within the customer zone which sits upon the IaaS. The customer would need to create the user in their own Active Directory to allow access by named users of Virtustream for a specific system.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Notification Process in the Event of an Incident ^[RFP 8.6.8]

ViON understands that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored. For all solutions in this proposal, ViON has established an Incident Response Plan (IRP) to help protect



We have an internal established “Incident Response Team” covering all areas of notification, identification, and resolution including IT and Support Services, Facility Security Officer, Legal Counsel, Human Resources Director, Public Relations/Marketing Directors.

Our “Resolution Team” will access the severity of the incident, analyze for signs of attacks or breaches, identification of source and mode, and then quickly work to stop the incident, protect data, restore all data and services, prevent against future incidents.

The “Notification Team” will handle all aspects of communications, coordination with customer POSs for publication, and status as well as create impact statements providing information on the “How, When, What, Where, and Who”. They will work with the other members of the Incident Response Teams and the customer identified POCs to communicate resolution and route cause documentation and announcements internally, or to outside entities identified in incident response planning.

The “Legal Team” will be utilized in cases where incident impact causes harm to individuals, private data, or damages could be awarded for the incident or handling of the incident.
Incident Levels: (SLA for reporting and resolution will be agreed upon by ViON and Customer)

Low Criticality (Level 1) – those security events which can be managed within normal operating procedures.

Medium Criticality (Level 2) – a serious adverse incident, requiring management by the IRT (Incident Response Team) and specialist support.

High Criticality (Level 3) – a major incident requiring significant resources beyond normal operating procedures with major impact and implications for customer environment, data or persons.

ViON’s Information Technology (IT) Services department will be the central point of contact for the Purchasing Entity to report computer incidents or intrusions. There are five principal phases of incident response and the general process is described below:

Phase 1 - Alert Phase

The alert phase is the process of learning about a (potential) security incident and reporting it to the Participating Entity. Alerts may arrive from a variety of sources including monitoring systems, staff reporting of an event, firewalls and intrusion detection systems, anti-virus software, threats received via electronic mail, media reports about a new threat, etc.

Phase 2 - Triage Phase

The triage phase is the process of examining the information available about the incident to determine first if it is a “real” incident, and second, if it is, its severity. The ISC usually does this,



with assistance from the IT Services department. If the incident's severity warrants, the ITC will also be alerted in this phase. The ITC must do two important things in this phase: A decision to "pursue" or "protect" must be made. In other words, does ViON want to attempt to catch the perpetrator(s) of the attack for later criminal or civil action, or does it simply want to stop the incident and restore normal operations? This decision must be made before response begins because it influences how the response will happen.

Phase 3 - Response Phase

In the response phase, the Team gathers evidence (audit trails, log files, contents of files, etc.). If the "pursue" option was chosen, this process must be performed in a forensically sound manner so that the evidence will later be admissible in court; the team may need specialized technical assistance and advice from a third party to do this successfully. Once evidence has been gathered, it is analyzed to determine the cause of the Incident, the vulnerability or vulnerabilities being exploited, how to eliminate these vulnerabilities and/or stop the Incident. An assessment is also made of how far the incident has spread, i.e., which systems are involved, and how badly have they been compromised.

Phase 4 - Recovery Phase

The recovery phase begins once the response phase has been completed (there may at times be some overlap). In this phase, the Team restores the systems affected by the Incident to normal operation. This may require reloading data from backup tapes, or reinstalling systems from their original distribution media. Once the affected systems have been restored, they are tested to make sure they are no longer vulnerable to the attack(s) that caused the Incident. They are also tested to make sure they will function correctly when placed back into production.

Phase 5 - Maintenance Phase

The maintenance phase is also called "lessons learned." In this phase, the Incident and response are reviewed to determine the parts of the IRP that worked correctly and the parts that need improvement. The areas in which improvement is needed are then corrected, and the IRP updated accordingly. Other areas that need to be changed (policies, system configurations, etc.) may also be identified during this phase.

Security Controls Used to Isolate Hosted Servers [RFP 8.6.9]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Within the ViON private cloud solution, several technologies are utilized to protect physical hosts. We employ security personnel at the entrance to all facilities, monitored by video, and audio surveillance 24x7. Key card access is necessary to access all physical cage locations, and key card access is also required at the rack level. Access is granted via an audited and logged change control process in line with our PIM/PAM management, providing only the access to the rack during specified change control window. Alerts are generated and logged when access is breached or continued outside the normal change control window specified.			
	Within the virtual infrastructure, the management of security governed by two technologies. Guarded Fabric, and Shielded VMs, as well as PIM/PAM access to host resources during change control	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	events. In addition to protecting hosts or other virtual machines from a virtual machine running malicious software, we also need to protect virtual machines from a compromised host. Since a virtual machine is just a file, shielded VMs can protect it from attacks via the storage system, the network, or while it is backed up. This is a fundamental danger for every virtualization platform today, whether it's Hyper-V, VMware or any other. Quite simply, if a virtual machine gets out of an organization (either maliciously or accidentally), that virtual machine can be run on any other system. Shielded VMs prevent virtual machines from being run in a fabric or environment other than the ViON private or public cloud. To help protect against compromised fabric, the ViON public and private cloud utilizes shielded VMs. A shielded VM is a VM that has a virtual TPM, is encrypted using BitLocker and can only run on healthy and approved hosts in the fabric. Shielded VMs and guarded fabric enable cloud service providers or enterprise private cloud administrators to provide a more secure environment for tenant VMs.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Within the ViON cloud solution, several technologies are utilized to protect physical hosts. We employ security personnel at the entrance to all facilities, monitored by video, and audio surveillance 24x7. Key card access is necessary to access all physical cage locations, and key card access is also required at the rack level. Access is granted via an audited and logged change control process in line with our PIM/PAM management, providing only the access to the rack during specified change control window. Alerts are generated and logged when access is breached or continued outside the normal change control window specified. Within the virtual infrastructure, the management of security governed by two technologies. Guarded Fabric, and Shielded VMs, as well as PIM/PAM access to host resources during change control events. In addition to protecting hosts or other virtual machines from a virtual machine running malicious software, we also need to protect virtual machines from a compromised host. Since a virtual machine is just a file, shielded VMs can protect it from attacks via the storage system, the network, or while it is backed up. This is a fundamental danger for every virtualization platform today, whether it's Hyper-V, VMware or any other. Quite simply, if a virtual machine gets out of an organization (either maliciously or accidentally), that virtual machine can be run on any other system. Shielded VMs prevent virtual machines from being run in a fabric or environment other than the ViON private or public cloud. To help protect against compromised fabric, the ViON public and private cloud utilizes shielded VMs. A shielded VM is a VM that has a virtual TPM, is encrypted using BitLocker and can only run on healthy and approved hosts in the fabric. Shielded VMs and guarded fabric enable cloud service providers or enterprise private cloud	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	administrators to provide a more secure environment for tenant VMs. Virtustream utilizes a Virtual Local Area Network (VLAN) and Virtual Route Forwarding (VRF) to logically segregate all customers in the IaaS environment. Each Virtustream customer uses their own distinct network connection to extend into the Virtustream cloud customer zone creating and isolated path. In addition, every customer is logically separated with Firewall Context with their own rule, where by default everything is denied except specific rule			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Within the ViON cloud solution, several technologies are utilized to protect physical hosts. We employ security personnel at the entrance to all facilities, monitored by video, and audio surveillance 24x7. Key card access is necessary to access all physical cage locations, and key card access is also required at the rack level. Access is granted via an audited and logged change control process in line with our PIM/PAM management, providing only the access to the rack during specified change control window. Alerts are generated and logged when access is breached or continued outside the normal change control window specified. Within the virtual infrastructure, the management of security governed by two technologies. Guarded Fabric, and Shielded VMs, as well as PIM/PAM access to host resources during change control events. In addition to protecting hosts or other virtual machines from a virtual machine running malicious software, we also need to protect virtual machines from a compromised host. Since a virtual machine is just a file, shielded VMs can protect it from attacks via the storage system, the network, or while it is backed up. This is a fundamental danger for every virtualization platform today, whether it's Hyper-V, VMware or any other. Quite simply, if a virtual machine gets out of an organization (either maliciously or accidentally), that virtual machine can be run on any other system. Shielded VMs prevent virtual machines from being run in a fabric or environment other than the ViON private or public cloud. To help protect against compromised fabric, the ViON public and private cloud utilizes shielded VMs. A shielded VM is a VM that has a virtual TPM, is encrypted using BitLocker and can only run on healthy and approved hosts in the fabric. Shielded VMs and guarded fabric enable cloud service providers or enterprise private cloud administrators to provide a more secure environment for tenant VMs. Virtustream utilizes a Virtual Local Area Network (VLAN) and Virtual Route Forwarding (VRF) to logically segregate all customers in the IaaS environment. Each Virtustream customer uses their own distinct network connection to extend into the Virtustream cloud customer zone creating and isolated path. In addition, every	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	customer is logically separated with Firewall Context with their own rule, where by default everything is denied except specific rule			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓ ✓	✓ ✓	✓ ✓

Security Technical Reference Architectures [RFP 8.6.10]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON Private Cloud solution offers Security and Compliance Blueprints which are designed to facilitate the secure and compliant use of the solution. Government customers may leverage the solution's FedRAMP JAB Provisional Authority to Operate (P-ATO) or DoD Provisional Authorization (PA), reducing the scope of customer-responsibility security controls in these cloud-based systems. Inheriting security control implementations from this cloud allows Government customers to focus on control implementations specific to their IaaS, PaaS, or SaaS environments built in the ViON Private Cloud.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON / Azure Public Cloud solutions offer Security and Compliance Blueprints which are designed to facilitate the secure and compliant use of the solution. Government customers may leverage the solution's FedRAMP JAB Provisional Authority to Operate (P-ATO) or DoD Provisional Authorization (PA), reducing the scope of customer-responsibility security controls in these cloud-based systems. Inheriting security control implementations from this cloud allows Government customers to focus on control implementations specific to their IaaS, PaaS, or SaaS environments built in the ViON Public Cloud. ViON / Virtustream Cloud Platform Security (for the Infrastructure-as-a-Service environment) is designed, built, and operated to provide the highest level of infrastructure security available based upon the NIST 800-53R4 standard for architecture. Please see Figure 6 showing Virtustream's xStream Enterprise Architecture Participating Entities' end users would access the hosted environments via an MPLS connection (provided by Participating Entities). Additionally, a VPN connection has been sized at	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	100Mbps; however, this can be decreased or increased depending on the exact requirements. Participating Entities' end users accessing our enterprise platform would first hit the landing zone in a dedicated virtual local area network (VLAN) and dedicated virtual route forwarding (VRF). The next hop into the enterprise platform is a dedicated firewall (FW) context on a Cisco Firewall services module. After traversing the core, traffic hits another dedicated VRF and drops into the platform network and compute (CPU and Memory essentially a blade server) layer. All traffic is VLAN separated. At each compute host, a hypervisor-based firewall and Intrusion Protection System (IPS) provides a dedicated client rule-set to further ensure network security. All traffic transitioning from one zone to another is monitored by Intrusion Detection and Intrusion Prevention systems. Traffic coming in via the internet hits the front-end perimeter with load balancing modules and multi-context Cisco firewalls. All traffic then passes through intrusion detection system and intrusion protection systems. As in the enterprise compute layer, every host in our demilitarized zone (DMZ) has a hypervisor-based firewall and IPS with dedicated client rule sets. Again, all traffic is VLAN separated as well. Traffic that needs to traverse from DMZ to the enterprise runs through another dedicated FW context and IDS/IPS. All of the Participating Entities' environments and data will be hosted in Virtustream's data centers within the continental United States. Standard Services used in Virtustream's management environment and in all client environments include the following: • All Virtustream employees use Mandatory Strong 2-factor authentication (2FA OTP) Administrative Access to all systems. • Dedicated VLAN network segmentation and dedicated Virtual Route Forwarding (VRF) are used extensively to segregate environments and zones. • Perimeter Firewalls are used to segment internal and external environments as well as segregate security zones. Configuration, monitoring, auditing, and logging are included. • Virtual Machine-based Firewall and Intrusion Prevention System (IDS) is installed on every virtual machine in the environment and is protected with Juniper's Security Gateway virtual firewall application and monitored service. Security Services that are standard components for Virtustream's management environment and are Optional Services for client environments including the following: • Managed Two-Factor Authentication ("2FA") is in use for all application systems. • Intel TxT Enabled Servers and Trusted Boot/Bios monitoring with Attestation Server and OS and VM support, including Geolocation and Geofencing according to NIST 7904 guidelines. • Secure operating system (OS) builds based on DoD Secure Technology Implementation Guide (STIG) guidelines are used to build Virtustream's Management and Administration Servers.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	• Server/File Integrity Monitoring (FIM) is installed in the PCI and VFC clouds. • Patching Regimen: Virtustream patches host servers, network devices, security devices, servers and related services in the Management Network on a specified routine (monthly or quarterly, depending on release schedules), or when there is a CERT or other authorized source of patch that requires immediate attention. Based on urgency and risk of the issue we will schedule the patch as appropriate and use change control. • Scanning regimen: vulnerability scanning is done on a monthly basis with additional 3rd party vulnerability scans done monthly. Additional scans are done when made aware of new vulnerabilities. Issues are classified and addressed according to Risk Classifications and are addressed with ITIL v3 change control processes. • Managed IDS signatures are routinely updated and the logs are monitored. • Anti-Virus is managed on all Management servers in Enterprise, PCI and, VFC clouds. • Logging Service of all servers, network devices, and security devices to a centralized log server system. • Governance Risk Compliance: We use a complete Enterprise Risk Management toolset to manage compliance reporting and continuous monitoring to all of our supported compliance frameworks. Virtustream's facility monitoring systems are complete as per specifications in NIST 800-53r3/4. We use site assessment methodologies and checklists as detailed in NIST 800-42. Our systems and facilities are monitored 24/7 for any exceptions or trends. Our tools, processes, and CONUS (Continental USA) personnel monitor network, power, cooling, humidity, water leakage, fire suppression, power systems (utility power, UPS systems and generators) and site access. Virtustream's Physical Access Control Security is designed to protect the confidentiality, integrity, and availability ("CIA") of the cloud platform system and its data with the following security components: • Limited and controlled room access. • Logged and monitored access of all access control events. • Video surveillance and review of all access control events. • Biometric access control required to gain access to the Data Center. • US Data Center staff are limited only to US Citizens. • Locked racks and rooms with key log out/in process. • Data destruction policies and procedures. • Asset in/out policy and procedures. Physical access by authorized staff is controlled by badge systems and biometric access systems. All access of any kind is recorded and logged. Access lists are reviewed every 90 days. Employees that do not have a reason to have physical access are removed from our access management systems. Multiple high resolution and IR enhanced CCTV Cameras monitor our datacenters at all egress and	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	ingress points as well as other sensitive areas. Security video footage is stored in a secure area for 90 days. Approved Visitor Access requires VISITOR Badges and bright lanyards that are specifically different from employee badges. Visitors are required to produce and surrender a state or government-issued photo ID during the visit, have a pre-approved reason for the visit, and have the escort witness the sign in and out procedure. Visitors are escorted continuously through approved areas of the facility. Visitors are not allowed access to the following areas of the data center under any circumstances: • Cloud hosting areas • Networking and telecommunication areas • Guard areas • Power vaults			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON / Azure Community Cloud solutions offer Security and Compliance Blueprints which are designed to facilitate the secure and compliant use the solution. Government customers may leverage the solution's FedRAMP JAB Provisional Authority to Operate (P-ATO) or DoD Provisional Authorization (PA), reducing the scope of customer-responsibility security controls in these cloud-based systems. Inheriting security control implementations from this cloud allows Government customers to focus on control implementations specific to their IaaS, PaaS, or SaaS environments built in the ViON Public Cloud. ViON / Virtustream Cloud Platform Security (for the Infrastructure-as-a-Service environment) is designed, built, and operated to provide highest level of infrastructure security available based upon the NIST 800-53R4 standard for architecture. Please see Figure 6 showing Virtustream's xStream Enterprise Architecture Participating Entities' end users would access the hosted environments via a MPLS connection (provided by Participating Entities). Additionally, a VPN connection has been sized at 100Mbps; however, this can be decreased or increased depending on the exact requirements. Participating Entities' end users accessing our enterprise platform would first hit the landing zone in a dedicated virtual local area network (VLAN) and dedicated virtual route forwarding (VRF). The next hop into the enterprise platform is a dedicated firewall (FW) context on a Cisco Firewall services module. After traversing the core, traffic hits another dedicated VRF and drops into the platform network and compute (CPU and Memory essentially a blade server) layer. All traffic is VLAN separated. At each compute host, a hypervisor-based firewall and Intrusion Protection System (IPS) provides a dedicated client rule-set to further ensure network security. All traffic transitioning from one zone to another is monitored by Intrusion Detection and Intrusion Prevention systems.	✓	✓	✓
		✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Traffic coming in via the internet hits the front-end perimeter with load balancing modules and multi-context Cisco firewalls. All traffic then passes through intrusion detection system and intrusion protection systems. As in the enterprise compute layer, every host in our demilitarized zone (DMZ) has a hypervisor-based firewall and IPS with dedicated client rule sets. Again, all traffic is VLAN separated as well. Traffic that needs to traverse from DMZ to the enterprise runs through another dedicated FW context and IDS/IPS. All of the Participating Entities' environments and data will be hosted in Virtustream's data centers within the continental United States. Standard Services used in Virtustream's management environment and in all client environments include the following: • All Virtustream employees use Mandatory Strong 2-factor authentication (2FA OTP) Administrative Access to all systems. • Dedicated VLAN network segmentation and dedicated Virtual Route Forwarding (VRF) are used extensively to segregate environments and zones. • Perimeter Firewalls are used to segment internal and external environments as well as segregate security zones. Configuration, monitoring, auditing, and logging are included. • Virtual Machine-based Firewall and Intrusion Prevention System (IDS) is installed on every virtual machine in the environment and is protected with Juniper's Security Gateway virtual firewall application and monitored service. Security Services that are standard components for Virtustream's management environment and are Optional Services for client environments including the following: • Managed Two-Factor Authentication ("2FA") is in use for all application systems. • Intel TxT Enabled Servers and Trusted Boot/Bios monitoring with Attestation Server and OS and VM support, including Geolocation and Geofencing according to NIST 7904 guidelines. • Secure operating system (OS) builds based on DoD Secure Technology Implementation Guide (STIG) guidelines are used to build Virtustream's Management and Administration Servers. • Server/File Integrity Monitoring (FIM) is installed in the PCI and VFC clouds. • Patching Regimen: Virtustream patches host servers, network devices, security devices, servers, and related services in the Management Network on a specified routine (monthly or quarterly, depending on release schedules), or when there is a CERT or other authorized source of patch that requires immediate attention. Based on urgency and risk of the issue we will schedule the patch as appropriate and use change control. • Scanning regimen: vulnerability scanning is done on a monthly basis with additional 3rd party vulnerability scans done monthly. Additional scans are done when made aware of new vulnerabilities. Issues are classified and addressed according to Risk Classifications and are addressed with ITIL v3 change control processes.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	- Managed IDS signatures are routinely updated and the logs are monitored. - Anti-Virus is managed on all Management servers in Enterprise, PCI and, VFC clouds. - Logging Service of all servers, network devices, and security devices to a centralized log server system. - Governance Risk Compliance: We use a complete Enterprise Risk Management toolset to manage compliance reporting and continuous monitoring to all of our supported compliance frameworks. Virtustream's facility monitoring systems are complete as per specifications in NIST 800-53r3/4. We use site assessment methodologies and checklists as detailed in NIST 800-42. Our systems and facilities are monitored 24/7 for any exceptions or trends. Our tools, processes, and CONUS (Continental USA) personnel monitor network, power, cooling, humidity, water leakage, fire suppression, power systems (utility power, UPS systems and generators) and site access. Virtustream's Physical Access Control Security is designed to protect the confidentiality, integrity, and availability ("CIA") of the cloud platform system and its data with the following security components: - Limited and controlled room access. - Logged and monitored access of all access control events. - Video surveillance and review of all access control events. - Biometric access control required to gain access to the Data Center. - US Data Center staff are limited only to US Citizens. - Locked racks and rooms with key log out/in process. - Data destruction policies and procedures. - Asset in/out policy and procedures. Physical access by authorized staff is controlled by badge systems and biometric access systems. All access of any kind is recorded and logged. Access lists are reviewed every 90 days. Employees that do not have a reason to have physical access are removed from our access management systems. Multiple high resolution and IR enhanced CCTV Cameras monitor our datacenters at all egress and ingress points as well as other sensitive areas. Security video footage is stored in a secure area for 90 days. Approved Visitor Access requires VISITOR Badges and bright lanyards that are specifically different from employee badges. Visitors are required to produce and surrender a state or government-issued photo ID during the visit, have a pre-approved reason for the visit, and have the escort witness the sign in and out procedure. Visitors are escorted continuously through approved areas of the facility. Visitors are not allowed access to the following areas of the data center under any circumstances: - Cloud hosting areas - Networking and telecommunication areas - Guard areas - Power vaults	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

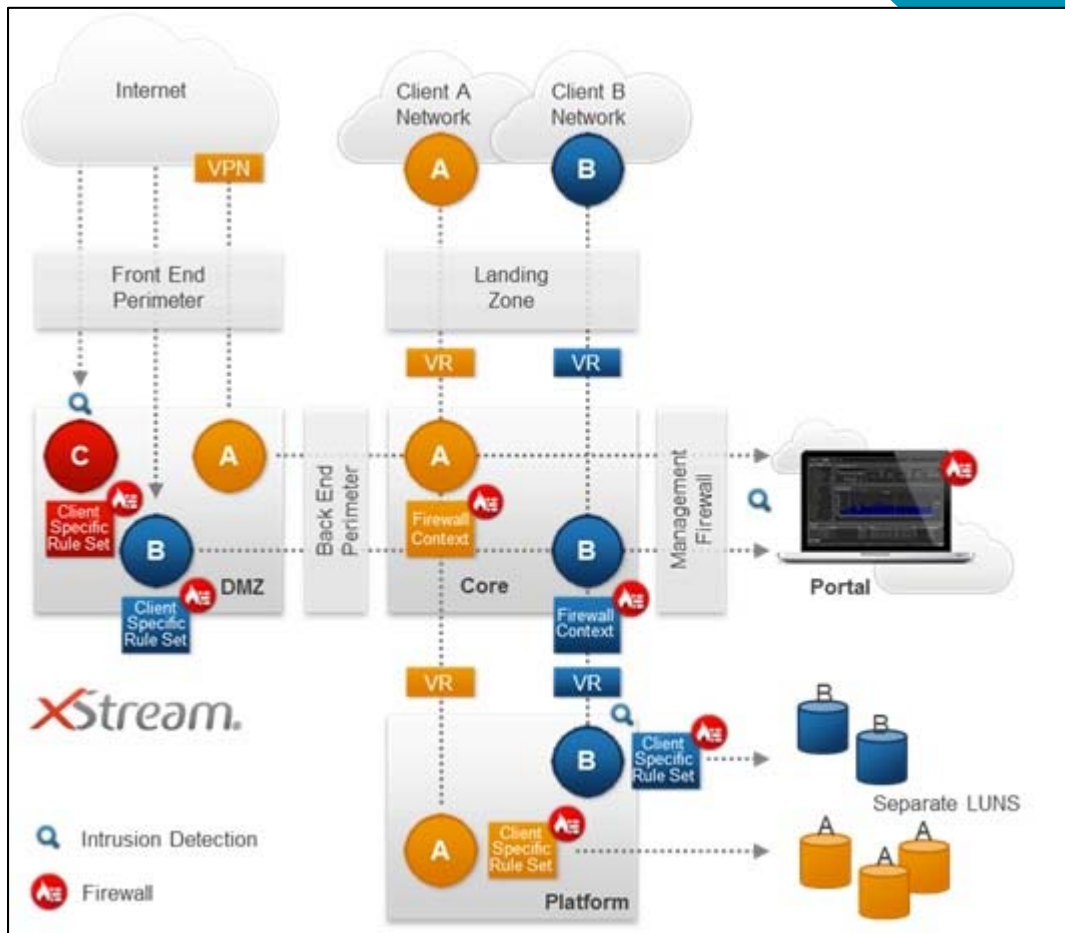


Figure 11 – Virtustream Enterprise Architecture

Security Procedures for Employees with Access to Sensitive Data ^[RFP 8.6.11]

ViON Corporation is committed to maintaining our reputation in ensuring only the most qualified individuals are granted access to sensitive data. We are recognized as a Federal Government, Sensitive Compartmented Information Facility (SCIF) with several of our employees holding Federal Security Clearances. We utilize a thorough screening process that is compliant with Federal and State statutes. This process extends to non-employee workers,



consultants, temporary workers and other persons. Every employee goes through a comprehensive interview process that culminates with them meeting Executive Vice Presidents' and ViON's President and CEO.

Employees are required to submit to a 7-year background check. This background check includes Federal, state, and county criminal records check in the states where the applicant has lived for the past 7 years. Additionally, it checks address history, social security number check, as well as a multi-state criminal records database search and a check of the sex offender registry in all 50 states. ViON's background checks follow the Fair Credit Reporting Act requirements. ViON also completes reference checks on all candidates.

Security Measures and Standards in Place for Data at Rest and in Transit ^[RFP 8.6.12]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Currently, ViON private cloud solutions utilize AES 256-bit encryption for data at rest in all storage accounts within a customer tenant object. HTTPS encrypts data in transit between endpoints, and customers have access to whatever encryption technology they feel best meets their needs within their tenant object. We currently utilize a Privileged Identity Management / and Privileged Access Management system to audit and control change in our environment and to control administrative permissions. No user has administrative permissions beyond the time and scope of work needed to perform such action. All PIM/PAM changes and elevations are audited and logged for compliance purposes as well as for security monitoring and brute force attack detection. Coupled with PIM/PAM management 2 factor authentication is employed for every technician account when accessing resources within a tenant object after being invited by the tenant. 2 factor authentication ensures that if a password for a technician is compromised no access to the system can take place without authentication via secondary means first.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON cloud solution utilizes AES 256-bit encryption for data at rest in all storage accounts within a customer tenant object. HTTPS encrypts data in transit between endpoints, and customers have access to whatever encryption technology they feel best meets their needs within their tenant object. We currently utilize a Privileged Identity Management / and Privileged Access Management system to audit and control change in our environment and to control administrative permissions. No user has administrative permissions beyond the time and scope of work needed to perform such action. All PIM/PAM changes and elevations are audited and logged for compliance purposes as well as for security monitoring and brute force attack detection.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Coupled with PIM/PAM management 2 factor authentication is employed for every technician account when accessing resources within a tenant object after being invited by the tenant. 2 factor authentication ensures that if a password for a technician is compromised no access to the system can take place without authentication via secondary means first. With Virtustream, Customers are responsible for data security in transit and at rest. Virtustream offers encryption as a subscribed service if customers do not want to extend their encryption solution within their tenant space. Our IaaS offer will enable Participating Entities to select the level of security deemed appropriate to conform to their data risk profile. Virtustream's use of Intel® Trusted Execution Technology (Intel® TXT), a hardware-root of trust security feature, and Intel® AES-NI encryption acceleration helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Our solution for data-at-rest and data-in-transit encryption requirements for our customers is optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer are: - IPSEC VPN Tunnel for data-in-transit - VM-level encryption for files and databases - Encrypted Backup (all backups are encrypted by default) The technologies of encryption are available throughout the entire data lifecycle and all are FIPS 140-2 compliant. DB and File System Encryption Encrypts file system and volume data transparently to: - Applications - Databases - Storage Infrastructure - Integrated Key Management - High-Efficiency Encryption - Centralized Key Management - Policy Management - Detailed Auditing - Highly Available - FIPS 140-2 Certified Hardware Appliance - Very Low Encryption Penalty due to Intel AES-NI enabled chip sets used - Encryption of Virtual Machine, OS, and App - Integration of SafeNET Protect-V - Logging of all image access - Encryption in Archive - Implements Encryption, Access Control, Auditing on Host (LUW) - Kernel Level Driver – Win - File System – Unix/Linux	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	- Support for file systems and raw partitions - Highly efficient block encryption			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON cloud solution utilizes AES 256-bit encryption for data at rest in all storage accounts within a customer tenant object. HTTPS encrypts data in transit between endpoints, and customers have access to whatever encryption technology they feel best meets their needs within their tenant object. We currently utilize a Privileged Identity Management / and Privileged Access Management system to audit and control change in our environment and to control administrative permissions. No user has administrative permissions beyond the time and scope of work needed to perform such action. All PIM/PAM changes and elevations are audited and logged for compliance purposes as well as for security monitoring and brute force attack detection. Coupled with PIM/PAM management 2 factor authentication is employed for every technician account when accessing resources within a tenant object after being invited by the tenant. 2 factor authentication ensures that if a password for a technician is compromised no access to the system can take place without authentication via secondary means first. With Virtustream, Customers are responsible for data security in transit and at rest. Virtustream offers encryption as a subscribed service if customers do not want to extend their encryption solution within their tenant space. Our IaaS offer will enable Participating Entities to select the level of security deemed appropriate to conform to their data risk profile. Virtustream's use of Intel® Trusted Execution Technology (Intel® TXT), a hardware-root of trust security feature, and Intel® AES-NI encryption acceleration helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Our solution for data-at-rest and data-in-transit encryption requirements for our customers is optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer are: IPSEC VPN Tunnel for data-in-transit VM-level encryption for files and databases Encrypted Backup (all backups are encrypted by default) The technologies of encryption are available throughout the entire data lifecycle and all are FIPS 140-2 compliant. DB and File System Encryption Encrypts file system and volume data transparently to:	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Applications Databases Storage Infrastructure Integrated Key Management High-Efficiency Encryption Centralized Key Management Policy Management Detailed Auditing Highly Available FIPS 140-2 Certified Hardware Appliance Very Low Encryption Penalty due to Intel AES-NI enabled chip sets used Encryption of Virtual Machine, OS, and App Integration of SafeNET Protect-V Logging of all image access Encryption in Archive Implements Encryption, Access Control, Auditing on Host (LUW) Kernel Level Driver – Win • File System – Unix/Linux • Support for file systems and raw partitions • Highly efficient block encryption	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Policies and Procedures Regarding Notifications of a Data Breach [RFP 8.6.13]

ViON cloud solutions are built with security framework in mind as the first line of defense to prevent any incident of a data breach from happening. If there were to be a data breach, ViON would engage our Incident Response Team and contact the State and Cardholders. The incident response team would adhere to the following policies and procedures:

After confirmation that a breach of personal or protected information on individuals, systems, processes, or data has occurred, notify the Incident Response Team, State, Cardholders or other customer point of contact, and Chief Legal Counsel

- Coordinate activities between business area and other departments (e.g., Human Resources, if necessary).
- If necessary, notify the appropriate authorities (e.g., Federal Trade Commission (FTC)/RCMP, the relevant privacy office, etc.)



Coordinate with Public Relations on the timing and content of notification to individuals, departments, external entities, or authorities.

If the Information Security Office (ISC) determines that the breach warrants law enforcement involvement, any notification to individuals may be delayed if law enforcement determines the notification will impede a criminal investigation. Notification will take place after law enforcement determines that it will not compromise the investigation. Notification to individuals may be delayed until the ISC is assured that necessary measures have been taken to determine the scope of the breach and properly investigated.

When appropriate, notification to individuals should be timely, conspicuous, and delivered in any manner that will ensure the individual receives it. Notice should be consistent with laws and regulations the organization is subject to. Appropriate delivery methods include written notice, e-mail notice, and substitute notice (conspicuous posting of the notice on the online sales website and/or notification to major media).

ViON will provide a copy of the Incident Response plan the purchasing entity prior to the deployment date of their environment. The plan must be agreed upon by both ViON and the Purchasing Entity and in some cases will require revisions based on the action required by either party in the event of a Data Breach.

Migration and Redeployment Plan [RFP 8.7(E)]

Management of End-of-Life Activities [RFP 8.7.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	With respect to end-of-life (EoL) activities for the infrastructure on which the customer's workload resides the customer has no action to take when ViON proceeds to upgrade infrastructure components. System redundancy built in provides access to workloads during migration to new hardware, and ViON's PMO policies and procedures ensure that customer workloads are migrated prior to the start of any removal of EoL hardware or software. Within the customer tenant, the customer is responsible for managing and maintaining the virtual workloads they run. When an EoL notice comes from the vendor for a specific operating system we will notify all customers of this EoL advisement and suggest corrective actions. ViON will remove the operating system from the catalog of available images to be deployed at the public level once the EoL activity deadline has passed. Customer images will still be available within the tenant and the customer can choose to deploy EoL virtual workloads, however, will assume all risk for workload availability without extended support agreement with ViON or the vendor in place.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. With respect to end-of-life (EoL) activities for the infrastructure on which the customer's workload resides the customer has no action to	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	take when ViON proceeds to upgrade infrastructure components. System redundancy built in provides access to workloads during migration to new hardware, and ViON's PMO policies and procedures ensure that customer workloads are migrated prior to the start of any removal of EoL hardware or software. Within the customer tenant, the customer is responsible for managing and maintaining the virtual workloads they run. When an EoL notice comes from the vendor for a specific operating system we will notify all customers of this EoL advisement and suggest corrective actions. ViON will remove the operating system from the catalog of available images to be deployed at the public level once the EoL activity deadline has passed. Customer images will still be available within the tenant and the customer can choose to deploy EoL virtual workloads, however will assume all risk for workload availability without extended support agreement with ViON or the vendor in place. Upon termination, Customers are responsible for removing or deleting Customer Data from the Cloud Platform; provided, however, at Customer's sole cost and expense and subject to a Disengagement SOW, Virtustream, Azure, and ViON may assist Customer with the removal of the Customer Data and provide certification or proof of removal. Following termination, we have no liability for the Customer Data.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. With respect to end-of-life (EoL) activities for the infrastructure on which the customers workload resides the customer has no action to take when ViON proceeds to upgrade infrastructure components. System redundancy built in provides access to workloads during migration to new hardware, and ViON's PMO policies and procedures ensure that customer workloads are migrated prior to the start of any removal of EoL hardware or software. Within the customer tenant, the customer is responsible for managing and maintaining the virtual workloads they run. When an EoL notice comes from the vendor for a specific operating system we will notify all customers of this EoL advisement and suggest corrective actions. ViON will remove the operating system from the catalog of available images to be deployed at the public level once the EoL activity deadline has passed. Customer images will still be available within the tenant and the customer can choose to deploy EoL virtual workloads, however will assume all risk for workload availability without extended support agreement with ViON or the vendor in place. Upon termination, Customers are responsible for removing or deleting Customer Data from the Cloud Platform; provided, however, at Customer's sole cost and expense and subject to a Disengagement SOW, Virtustream, Azure, and ViON may assist Customer with the removal of the Customer Data and provide certification or proof of removal. Following termination, we have no liability for the Customer Data.			



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Return of Data Back to the Purchasing Entity [RFP 8.7.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Cloud Solution is governed by strict standards and follows specific processes for removing cloud customer data from systems under our control, overwriting storage resources before reuse, and purging or destroying decommissioned hardware. Microsoft contractually commits to specific processes when a customer leaves a cloud service or the subscription expires. This includes deleting customer data from systems under our control. If a Participating Entity terminate a cloud subscription or it expires (except for free trials), Microsoft will store your customer data in a limited-function account for 90 days (the "retention period") to give you time to extract the data or renew your subscription. During this period, Microsoft provides multiple notices, so you will be amply forewarned of the upcoming deletion of data. After this 90-day retention period, Microsoft will disable the account and delete the customer data, including any cached or backup copies. For in-scope services, that deletion will occur within 90 days after the end of the retention period. (In-scope services are defined in the Data Processing Terms section of our Online Services Terms.) When customer data is hosted in the multitenant environments of Microsoft business cloud services, we take careful measures to logically separate customer data. This helps prevent one customer's data from leaking into that of another customer, which also helps to block any customer from accessing another customer's deleted data. If a disk drive used for storage suffers a hardware failure, it is securely erased or destroyed before Microsoft returns it to the manufacturer for replacement or repair. The data on the drive is completely overwritten to ensure that the data cannot be recovered by any means. When such devices are decommissioned, they are purged or destroyed according to NIST 800-88 Guidelines for Media Sanitation.	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Backup data is completely controlled by the customer in both the private and public cloud solution. ViON has no access to the actual backup data in the cloud backup service. When a customer migrates from being a ViON customer the backup software tenant goes with them to the new administrator in public and private solution. The customer has access always to download the backup data to an offsite or customer-controlled solution of their choosing			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's Cloud Solutions are governed by strict standards and follows specific processes for removing cloud customer data from systems under our control, overwriting storage resources before reuse, and purging or destroying decommissioned hardware. Microsoft contractually commits to specific processes when a customer leaves a cloud service or the subscription expires. This includes deleting customer data from systems under our control. If a Participating Entity terminates a cloud subscription or it expires (except for free trials), Microsoft will store your customer data in a limited-function account for 90 days (the "retention period") to give you time to extract the data or renew your subscription. During this period, Microsoft provides multiple notices, so you will be amply forewarned of the upcoming deletion of data. After this 90-day retention period, Microsoft will disable the account and delete the customer data, including any cached or backup copies. For in-scope services, that deletion will occur within 90 days after the end of the retention period. (In-scope services are defined in the Data Processing Terms section of our Online Services Terms.) When customer data is hosted in the multitenant environments of Microsoft business cloud services, we take careful measures to logically separate customer data. This helps prevent one customer's data from leaking into that of another customer, which also helps to block any customer from accessing another customer's deleted data. If a disk drive used for storage suffers a hardware failure, it is securely erased or destroyed before Microsoft returns it to the manufacturer for replacement or repair. The data on the drive is completely overwritten to ensure that the data cannot be recovered by any means. When such devices are decommissioned, they are purged or destroyed according to NIST 800-88 Guidelines for Media Sanitation. Backup data is completely controlled by the customer in both the private and public cloud solution. ViON has no access to the actual backup data in the cloud backup service. When a customer migrates	✓ ✓	✓ ✓	✓ ✓

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Solution	Detailed Response	IaaS	PaaS	SaaS
	When such devices are decommissioned, they are purged or destroyed according to NIST 800-88 Guidelines for Media Sanitation. Backup data is completely controlled by the customer in both the private and public cloud solution. ViON has no access to the actual backup data in the cloud backup service. When a customer migrates from being a ViON customer the backup software tenant goes with them to the new administrator in public and private solution. The customer has access always to download the backup data to an offsite or customer-controlled solution of their choosing Upon termination, Virtustream stipulates that Customers are responsible for removing or deleting Customer Data from the Cloud Platform; provided, however, at Customer's sole cost and expense and subject to a Disengagement SOW, Virtustream and ViON may assist Customer with the removal of the Customer Data and provide certification or proof of removal. Following termination, we have no liability for the Customer Data.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Service or Data Recovery [RFP 8.8(E)]

Response to Situations [RFP 8.8.1]

a. Extended Downtime

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Availability of workloads within the private cloud solution have an SLA of 99.5% or higher depending on the workload. In the case of an extended downtime, the Participating Entity is entitled to monetary credit for any downtime over the SLA limit for the month. ViON offers Business Continuity / Disaster Recovery (BCDR) services within the cloud solution enabling them to replicate their workload from one geographic region to another, which can help to eliminate the risk of an extended downtime. Our solution has built-in redundancy as well to prevent situations where there is the case of extended downtime. Participating Entities can also can utilize Azure site recovery services to mitigate risks above and beyond what ViON currently plans for within the private cloud solution.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Availability of workloads within Azure public cloud solutions have an SLA of 99.5% or higher depending on the workload. In the case of an extended downtime, the Participating Entity is entitled to monetary credit for any downtime over the SLA limit for the month. ViON has an option for the customer to purchase Business Continuity / Disaster Recovery (BCDR) services within the public cloud solution enabling them to replicate their workload from one geographic region to another, which can help to eliminate the risk of an extended downtime. Participating Entities can also can purchase additional recovery services to mitigate risks above and beyond ViON's currently standard contract. Virtustream offers services from multiple geographically diverse data centers. Customers who have mission-critical workloads that need to be able to remain operational during extended outages may contract for Virtustream's foundational disaster recovery services. These services include replicated storage and reserved compute in a secondary data center. In the event of a prolonged service interruption, Virtustream can activate the replicated storage and reserved compute to begin application-level service restoration. Alternatively, Customer may utilize services in two Virtustream data centers and implement application-level disaster recovery technologies to facilitate failover to a secondary data center.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Availability of workloads within Azure public cloud solutions have an SLA of 99.5% or higher depending on the workload. In the case of an extended downtime, the Participating Entity is entitled to monetary credit for any downtime over the SLA limit for the month. ViON does have an option for the customer to purchase Business Continuity / Disaster Recovery (BCDR) services within the public cloud solution enabling them to replicate their workload from one geographic region to another, which can help to eliminate the risk of an extended downtime. Participating Entities can also can purchase additional recovery services to mitigate risks above and beyond ViON's currently standard contract. Virtustream offers services from multiple geographically diverse data centers. Customers who have mission-critical workloads that need to be able to remain operational during extended outages may contract for Virtustream's foundational disaster recovery services.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	These services include replicated storage and reserved compute in a secondary data center. In the event of a prolonged service interruption, Virtustream can activate the replicated storage and reserved compute to begin application-level service restoration. Alternatively, Customer may utilize services in two Virtustream data centers and implement application-level disaster recovery technologies to facilitate failover to a secondary data center.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

b. Suffers an Unrecoverable Loss of Data

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	System protection is in place that provides 3 copies of data for every write within the public and private cloud system. From a system perspective, this keeps the tenant workload available and running should an infrastructure component experience failure and be taken offline.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. In the public cloud, a customer can elect to have both Zone and Geo Redundant storage options in place, which provide 6 copies of data for every write. 3 within the local region where the workloads exist, and 3 within another separate geographic location either within the ZONE of the current region or a completely different geo 500+ miles from the original region. Within the customer tenant, the customer is considered responsible for ensuring the data is backed up utilizing either the ViON offered backup service for public and private cloud or their own solution. ViON provides assurance that any data backed up by the customer chosen solution will be protected by the redundancy described above, with SLA being provided on the storage account of 99.9% or greater. If the customer is unable to restore data from the customer provided backup solution the customer will work with the vendor and ViON to attempt recovery of data. The risk though belongs to the customer and should seek remedy from the vendor of the backup solution. If the customer chooses the ViON backup solution, unrecoverable data will be handled under the SLA for the backup	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	service which is defined as “Downtime” which is the total accumulated Deployment Minutes across all Protected Items scheduled for Backup by Customer in a given public or private cloud subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes. Customers are entitled to a service credit of 10% for downtime greater than 99.9% and entitled to 25% for downtime greater than 99%. It is the Customer’s responsibility to ensure the integrity and recoverability of their data. To protect against data loss, Azure and Virtustream offer optional managed backup services that enable the Customer to selectively “time travel” to a restore point prior to data loss or corruption. Virtustream’s default backup retention periods are 30 days for production data and 14 days for non-production data. The Customer has the option to request a change to these default retention periods to match their data recovery requirements.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. It is Customer’s responsibility to ensure the integrity and recoverability of their data. To protect against data loss, Azure and Virtustream offer optional managed backup services that enable Customers to selectively “time travel” to a restore point prior to data loss or corruption. Virtustream’s default backup retention periods are 30 days for production data and 14 days for non-production data. The Customer has the option to request a change to these default retention periods to match their data recovery requirements.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓ ✓	✓ ✓	✓ ✓

c. Experience a System Failure

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	In the event of a tenant system failure, meaning a virtual workload running inside a customer tenant, either unbootable VM, or other catastrophic loss of the workload inside the virtual container normal	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	support remedies apply and are within the scope of agreement for support services with ViON. In the case of infrastructure system failure, meaning a virtual machine or storage host controlled and maintained by ViON, a customer's workload is migrated from a host that has experienced a system failure and instantiated on another viable host automatically. The private cloud solution maintains sufficient redundancy to prevent degradation of performance for customer workloads. ViON maintains redundant power, and networking, and constant health monitoring of all hosts within the private cloud solution so migration of machines may happen when a host appears to have health issues and is not allowed to host workloads until the issues have been resolved. In all instances, no action needs to be taken by the customer to facilitate this migration of the workload.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. In public cloud solutions ViON does not manage the underlying host hardware, however, the same principles apply, redundant network, redundant power, and redundant management endpoints. There is technology in place that quickly pauses, migrates, and then un-pauses the virtual workload when a system host experiences sudden failure. Again, no action needs to be taken on the part of the customer, and the migration is near instantaneous with downtime essentially unmeasurable by the customer. Virtustream provides a highly reliable infrastructure that includes N+1 or better redundancy throughout. In the event of a facility (power, cooling, etc.) or infrastructure (storage, networking, etc.) failure there will be an automated failover to a secondary system. These types of failovers are transparent to Customer workloads. In the event of a compute host failure, Virtustream implements hypervisor-level technology that will automatically restart on other hosts virtual machines that were running on the failed host. Such compute failures will result in a "hard reboot" of the impacted Customer virtual machines.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. In community cloud solutions ViON does not manage the underlying host hardware, however, the same principles apply, redundant network, redundant power, and redundant management endpoints. There is technology in place that quickly pauses, migrates, and then un-pauses the virtual workload when a system host experiences sudden failure. Again, no action needs to be taken on the part of the customer, and the migration is near instantaneous with downtime essentially unmeasurable by the customer. Virtustream provides a highly reliable infrastructure that includes N+1 or better redundancy throughout. In the event of a facilities (power, cooling, etc.) or infrastructure (storage, networking, etc.)	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	failure there will be an automated failover to a secondary system. These types of failovers are transparent to Customer workloads. In the event of a compute host failure, Virtustream implements hypervisor-level technology that will automatically restart on other hosts virtual machines that were running on the failed host. Such compute failures will result in a “hard reboot” of the impacted Customer virtual machines.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

d. Ability to Recover and Restore Data within 4 Business Hours

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Data backed up by the private and public cloud solution can be restored in under 4 hours. However, if there is a requirement to restore and replace a virtual workload from backup that process varies based on the size of the virtual machine and the data being restored. Backup data is always accessible and doing in system restores of data (meaning the entire virtual machine is not being replaced) can meet the restoration within 4 business hours requirement.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Data backed up by the public cloud solution can be restored in under 4 hours. However, if there is a requirement to restore and replace a virtual workload from backup that process varies based on the size of the virtual machine and the data being restored. Backup data is always accessible and doing in system restores of data (meaning the entire virtual machine is not being replaced) can meet the restoration within 4 business hours requirement. For Customers who subscribe to Virtustream’s foundational disaster recovery services utilizing replicated storage and reserved compute in a secondary data center, Virtustream provides a fifteen-minute RPO and a two-hour RTO. Customers who subscribe to Virtustream’s managed backup service can initiate a restore operation either via a service request to the Virtustream service desk or via a self-service interface. Due to the high variability in the amount and type of data that may be restored, there is no SLA for completing a restore operation.	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	In the event of a severe system outage that debilitates Customer's Virtustream data center for an extended period, if Customer does not have reserved compute and replicated storage in a secondary Virtustream data center, Customer would have to work with Virtustream to facilitate access to compute and storage capacity in the secondary data center.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Data backed up by the public cloud solution can be restored in under 4 hours. However, if there is a requirement to restore and replace a virtual workload from backup that process varies based on the size of the virtual machine and the data being restored. Backup data is always accessible and doing in system restores of data (meaning the entire virtual machine is not being replaced) can meet the restoration within 4 business hours requirement. For Customers who subscribe to Virtustream's foundational disaster recovery services utilizing replicated storage and reserved compute in a secondary data center, Virtustream provides a fifteen-minute RPO and a two-hour RTO. Customers who subscribe to Virtustream's managed backup service can initiate a restore operation either via a service request to the Virtustream service desk or via a self-service interface. Due to the high variability in the amount and type of data that may be restored, there is no SLA for completing a restore operation. In the event of a severe system outage that debilitates Customer's Virtustream data center for an extended period, if Customer does not have reserved compute and replicated storage in a secondary Virtustream data center, Customer would have to work with Virtustream to facilitate access to compute and storage capacity in the secondary data center.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

e. Recovery Point Objective (RPO) and Recovery Time Objective (RTO)

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	RPO and RTO objectives in our private cloud solution vary by solution implemented. For example, in the backup solution, the recovery point is determined by the last successful backup operation.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Backup operations in the public and private cloud solution are configurable by the customer. With respect to the BCDR Site Recovery service, RPOs are based on the last successful synchronization of the virtual machines to the Site Recovery service. This is around 30 seconds. RTOs are a calculation of (Time of Failure + Time of Redirect to new System) there are systems in place that can handle the automatic redirection to the new system in the case of site recovery using the Traffic Manager service in our public cloud. With these systems in place, RTO can be as little as 5 minutes. From a support standpoint, s set forth in the classification below ViON support services will be categorized as either Class A, Class B, Class C, and assigned appropriate RTO and RPO requirements based on criticality to the resumption of business operations. Class A – Critical Business Impact - Class A applications and data types will be assigned a maximum 15-minute Recovery Point Objective (RPO) and a 30-minute maximum Recovery Time Objective (RTO). - Class A replication traffic between the primary site and BCDR site will have priority on replication network to ensure that RTO and RPO objectives are met Class B – Moderate Business Impact - Class B applications and data types will be assigned a maximum 60-minute Recovery Point Objective (RPO) and a 6-hour maximum Recovery Time Objective (RTO). - Class B replication traffic between the primary site and BCDR site will have secondary priority on replication network to ensure that RTO and RPO objectives are met. Class C – Minimal Business Impact - Class C applications and data types will be assigned a maximum 24-hour Recovery Point Objective (RPO) and a 48-hour maximum Recovery Time Objective (RTO). - Class C replication traffic between the primary site and BCDR site will have tertiary priority on replication network to ensure that RTO and RPO objectives are met.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. RPO and RTO objectives in public cloud solution vary by solution implemented. For example, in the backup solution, the recovery point is determined by the last successful backup operation. Backup operations in the public and private cloud solution are configurable by the customer. With respect to the BCDR Site Recovery service, RPOs are based on the last successful synchronization of the virtual machines to the Site Recovery service. This is around 30 seconds.			



Solution	Detailed Response	IaaS	PaaS	SaaS
	RTOs are a calculation of (Time of Failure + Time of Redirect to new System) there are systems in place that can handle the automatic redirection to the new system in the case of site recovery using the Traffic Manager service in our public cloud. With these systems in place, RTO can be as little as 5 minutes. From a support standpoint, set forth in the classification below ViON support services will be categorized as either Class A, Class B, Class C, and assigned appropriate RTO and RPO requirements based on criticality to the resumption of business operations. Class A – Critical Business Impact - Class A applications and data types will be assigned a maximum 15-minute Recovery Point Objective (RPO) and a 30-minute maximum Recovery Time Objective (RTO). - Class A replication traffic between the primary site and BCDR site will have priority on replication network to ensure that RTO and RPO objectives are met Class B – Moderate Business Impact - Class B applications and data types will be assigned a maximum 60-minute Recovery Point Objective (RPO) and a 6-hour maximum Recovery Time Objective (RTO). - Class B replication traffic between the primary site and BCDR site will have secondary priority on replication network to ensure that RTO and RPO objectives are met. Class C – Minimal Business Impact - Class C applications and data types will be assigned a maximum 24-hour Recovery Point Objective (RPO) and a 48-hour maximum Recovery Time Objective (RTO). Class C replication traffic between the primary site and BCDR site will have tertiary priority on replication network to ensure that RTO and RPO objectives are met. Virtustream provides robust disaster recovery (DR) capabilities for the Virtustream Cloud Infrastructure as a Service (IaaS) using a peered data center (DC) model – i.e., one location is the primary location, and another location is the secondary location. Virtustream has multiple Tier 3 or better DCs. These DCs are geographically distributed across regions and are connected via high bandwidth, physically diverse and redundant connections for data and file replication between the DCs to provide disaster recovery capabilities. For Customers who subscribe to Virtustream’s reserved compute and replicated storage services, Virtustream’s architecture ensures an availability SLA of 99.999% through redundancy and duplication across multiple sites throughout the entire IaaS stack as follows: - Reserved Compute – Virtustream provides Customer with reserved compute capacity in a secondary Virtustream data center that is equivalent to the committed compute capacity in Customer’s primary Virtustream data center. This reserved compute capacity is available for Customer usage during scheduled DR exercises and actual DR events. The	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	infrastructure-level Recovery Time Objective (RTO) for IaaS services is two (2) hours. This two-hour RTO reflects when the infrastructure in the secondary data center is ready to activate Customer workloads and should not be interpreted as an application-level RTO. - Replicated Storage – Virtustream’s replicated storage service provides storage-level replication of data between Customer’s primary Virtustream data center and Customer’s secondary Virtustream data center. The service provides asynchronous data replication with a replication interval that provides a Recovery Point Objective (RPO) of 15 minutes. - Network – Virtustream’s backhaul network connectivity (used for infrastructure management and replicated storage replication) between each data center is implemented over high bandwidth, physically diverse and redundant connections. We use two Tier 1 internet service providers, and ensure that peak utilization does not exceed 75%. Physical Data Centers – Virtustream’s data centers are Tier 3 or better, which means that both the primary and secondary data centers have N+1 fault tolerance with power outage protection at a minimum.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. RPO and RTO objectives in public cloud solution vary by solution implemented. For example, in the backup solution, the recovery point is determined by the last successful backup operation. Backup operations in the public and private cloud solution are configurable by the customer. With respect to the BCDR Site Recovery service, RPOs are based on the last successful synchronization of the virtual machines to the Site Recovery service. This is around 30 seconds. RTOs are a calculation of (Time of Failure + Time of Redirect to new System) there are systems in place that can handle the automatic redirection to the new system in the case of site recovery using the Traffic Manager service in our public cloud. With these systems in place, RTO can be as little as 5 minutes. From a support standpoint, as set forth in the classification below ViON support services will be categorized as either Class A, Class B, Class C, and assigned appropriate RTO and RPO requirements based on criticality to the resumption of business operations. Class A – Critical Business Impact - Class A applications and data types will be assigned a maximum 15-minute Recovery Point Objective (RPO) and a 30-minute maximum Recovery Time Objective (RTO). - Class A replication traffic between the primary site and BCDR site will have priority on replication network to ensure that RTO and RPO objectives are met	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Class B – Moderate Business Impact - Class B applications and data types will be assigned a maximum 60-minute Recovery Point Objective (RPO) and a 6-hour maximum Recovery Time Objective (RTO). - Class B replication traffic between the primary site and BCDR site will have secondary priority on replication network to ensure that RTO and RPO objectives are met. Class C – Minimal Business Impact - Class C applications and data types will be assigned a maximum 24-hour Recovery Point Objective (RPO) and a 48-hour maximum Recovery Time Objective (RTO). Class C replication traffic between the primary site and BCDR site will have tertiary priority on replication network to ensure that RTO and RPO objectives are met. Virtustream provides robust disaster recovery (DR) capabilities for the Virtustream Cloud Infrastructure as a Service (IaaS) using a peered data center (DC) model – i.e., one location is the primary location, and another location is the secondary location. Virtustream has multiple Tier 3 or better DCs. These DCs are geographically distributed across regions and are connected via high bandwidth, physically diverse and redundant connections for data and file replication between the DCs to provide disaster recovery capabilities. For Customers who subscribe to Virtustream’s reserved compute and replicated storage services, Virtustream’s architecture ensures an availability SLA of 99.999% through redundancy and duplication across multiple sites throughout the entire IaaS stack as follows: - Reserved Compute – Virtustream provides Customer with reserved compute capacity in a secondary Virtustream data center that is equivalent to the committed compute capacity in Customer’s primary Virtustream data center. This reserved compute capacity is available for Customer usage during scheduled DR exercises and actual DR events. The infrastructure-level Recovery Time Objective (RTO) for IaaS services is two (2) hours. This two-hour RTO reflects when the infrastructure in the secondary data center is ready to activate Customer workloads and should not be interpreted as an application-level RTO. - Replicated Storage – Virtustream’s replicated storage service provides storage-level replication of data between Customer’s primary Virtustream data center and Customer’s secondary Virtustream data center. The service provides asynchronous data replication with a replication interval that provides a Recovery Point Objective (RPO) of 15 minutes. - Network – Virtustream’s backhaul network connectivity (used for infrastructure management and replicated storage replication) between each data center is implemented over high bandwidth, physically diverse and redundant connections. We use two Tier 1 internet service providers, and ensure that peak utilization does not exceed 75%.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Physical Data Centers – Virtustream’s data centers are Tier 3 or better, which means that both the primary and secondary data centers have N+1 fault tolerance with power outage protection at a minimum.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Methodologies for Backup and Restore Services ^[RFP 8.8.2]

ViON’s Cloud Solutions include a Microsoft Azure Backup service for Participating Entity’s to use to backup (or protect) and restore Purchasing Entity’s data in the Cloud. Azure Backup replaces the Participating Entity’s existing on-premises or off-site backup solution with a cloud-based solution that is reliable, secure, and cost-competitive. Azure Backup offers multiple components that can be downloaded and deployed on the appropriate computer, server, or in the cloud. The component, or agent, that is deployed depends on what the Participating Entity wants to protect. Azure Backup protects their data in the cloud and optionally can be integrated with System Center Data Protection Manager for advanced workload protection. Our solution allows data protection schedules that can be daily, monthly, weekly, and yearly with retention up to 99 years.

a. Data Backups

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON’s private cloud solutions include a user-controlled data backup solution. Because ViON does not have access to any object within the Tenant the customer is completely responsible for managing the backup of their data, unless specifically contracted by ViON to provide such services. Upon such contract customer will provide appropriately scoped RBAC permissions to an assigned ViON technician account to configure backups and complete work in the customer tenant. The ViON private cloud solutions offer an incremental based backup solution. This helps achieve higher RTO and RPO objectives than a full backup or differential based backup solution. Incremental Backup achieves high storage and network efficiency by storing only the blocks of data that changed since the previous backup. With incremental backup, there is no need to take regular full backups. In the example, after taking the full backup in the first month, blocks A2, A3, A4, and A9 are marked as changed, and transferred to the	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	second month. In the third month, only changed block A5 is marked and transferred. Moving less data saves storage and network resources, which decreases TCO. Please see the Figure 7 below showing incremental based backup solutions.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's public cloud solutions include user controlled data backup Options. Because ViON does not have access to any object within the Tenant the customer is completely responsible for managing the backup of their data, unless specifically contracted by ViON to provide such services. Upon such contract customer will provide appropriately scoped RBAC permissions to an assigned ViON technician account to configure backups and complete work in the customer tenant. The ViON public cloud solutions also offer an incremental based backup capability. This helps achieve higher RTO and RPO objectives than a full backup or differential based backup solution. Incremental Backup achieves high storage and network efficiency by storing only the blocks of data that changed since the previous backup. With incremental backup, there is no need to take regular full backups. In the example, after taking the full backup in the first month, blocks A2, A3, A4, and A9 are marked as changed, and transferred to the second month. In the third month, only changed block A5 is marked and transferred. Moving less data saves storage and network resources, which decreases TCO. Please see the Figure 7 below showing incremental based backup solutions. Virtustream's Backup service is a managed service designed to facilitate restoration of data to the server from which the data originated in the event the primary data is lost or corrupted. Virtustream is responsible for all aspects of Backup service delivery, including setup and configuration, ongoing man management, 24x7 monitoring, restorations (limited to 10 per month – one per VM – unless Customer purchases additional restorations) and problem resolution. The Backup service uses industry-leading, enterprise-class technologies (software and hardware) to back up protected data to disk-based systems that are located in Virtustream's secure data centers. Virtustream provides two options for file system backup within our data centers: Local or Replicated. Each Virtustream customer's production workload is hosted in one of Virtustream's secure data centers; that data center is referred to as the customer's primary data center, and local backups will reside on systems located within the primary data center. If Customer chooses Replicated system backup (which is the Virtustream's standard offering that is used when architecting a customer's solution), the local backups will be	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	configured to replicate to a second Virtustream data center in an alternate geographic location for offsite storage and recovery purposes; that data center is referred to as the customer's secondary data center. File system backup is billed on a monthly basis per gigabyte (GB) of backup storage consumed following deduplication and compression. Standard Virtustream backup policy is as follows: • Production Storage: A full backup once weekly with daily incremental backups and a 30-day retention period; SAP HANA databases are backed up daily (vs. weekly). • Non-production Storage: A full backup once weekly with daily incremental backups and 14-day retention period • Database Logs: Backups every two to four hours. • Non-standard Backup policies and retention requirements will be considered on an individual customer basis. • Large Backups (e.g., >5TB) that cannot be completed during the standard backup window (e.g., >12 hours between 6 pm – 6 am local time) will be considered on an individual customer basis Both frequency and retention can vary based on individual customer contract, and the total size of backup storage will vary accordingly. Backup restoration is on a per-VM basis to any of the retained save points. Restoration is a separate service that can be provided at an additional cost, or Customer can perform self-service backup restorations via a self-service interface. We also offer other backup options – e.g., database backup and recovery if Backup Storage service is purchased, or local-only system backup.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's community cloud solutions include user controlled data backup Options. Because ViON does not have access to any object within the Tenant the customer is completely responsible for managing the backup of their data, unless specifically contracted by ViON to provide such services. Upon such contract customer will provide appropriately scoped RBAC permissions to an assigned ViON technician account to configure backups and complete work in the customer tenant. The ViON community cloud solutions also offer an incremental based backup capability. This helps achieve higher RTO and RPO objectives than a full backup or differential based backup solution. Incremental Backup achieves high storage and network efficiency by storing only the blocks of data that changed since the previous backup. With incremental backup, there is no need to take regular full backups. In the example, after taking the full backup in the first month, blocks A2, A3, A4, and A9 are marked as changed, and transferred to the second month. In the third month, only changed block A5 is marked and transferred. Moving less data saves storage and network resources, which decreases TCO.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Please see the Figure 7 below showing incremental based backup solutions. Virtustream's Backup service is a managed service designed to facilitate restoration of data to the server from which the data originated in the event the primary data is lost or corrupted. Virtustream is responsible for all aspects of Backup service delivery, including setup and configuration, ongoing man management, 24x7 monitoring, restorations (limited to 10 per month – one per VM – unless Customer purchases additional restorations) and problem resolution. The Backup service uses industry-leading, enterprise-class technologies (software and hardware) to back up protected data to disk-based systems that are located in Virtustream's secure data centers. Virtustream provides two options for file system backup within our data centers: Local or Replicated. Each Virtustream customer's production workload is hosted in one of Virtustream's secure data centers; that data center is referred to as the customer's primary data center, and local backups will reside on systems located within the primary data center. If Customer chooses Replicated system backup (which is the Virtustream standard offering that is used when architecting a customer's solution), the local backups will be configured to replicate to a second Virtustream data center in an alternate geographic location for offsite storage and recovery purposes; that data center is referred to as the customer's secondary data center. File system backup is billed on a monthly basis per gigabyte (GB) of backup storage consumed following deduplication and compression. Standard Virtustream backup policy is as follows: • Production Storage: A full backup once weekly with daily incremental backups and a 30-day retention period; SAP HANA databases are backed up daily (vs. weekly). • Non-production Storage: A full backup once weekly with daily incremental backups and 14-day retention period • Database Logs: Backups every two to four hours. • Non-standard Backup policies and retention requirements will be considered on an individual customer basis. • Large Backups (e.g., >5TB) that cannot be completed during the standard backup window (e.g., >12 hours between 6 pm – 6 am local time) will be considered on an individual customer basis Both frequency and retention can vary based on individual customer contract, and the total size of backup storage will vary accordingly. Backup restoration is on a per-VM basis to any of the retained save points. Restoration is a separate service that can be provided at an additional cost, or Customer can perform self-service backup restorations via a self-service interface. We also offer other backup options – e.g., database backup and recovery if Backup Storage service is purchased, or local-only system backup.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.	✓	✓	✓
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

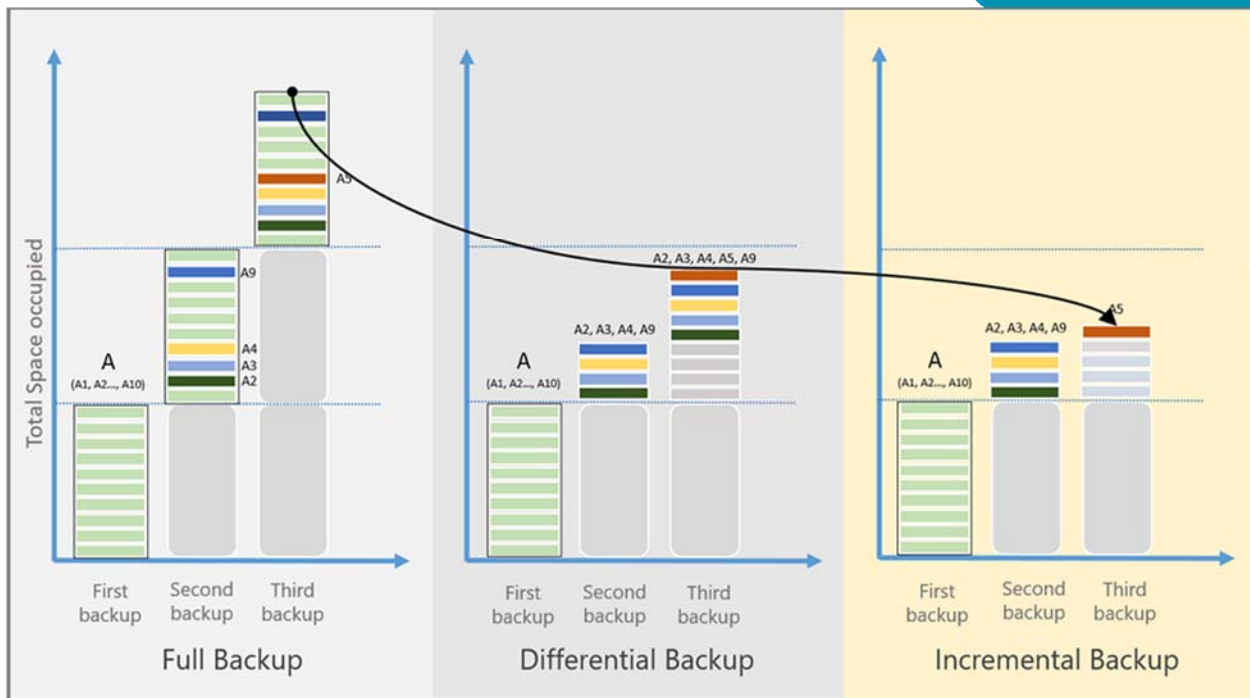


Figure 12 - Incremental backup solution

b. Server Image Backups

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON backup solution supports server image backups, as well as snapshots of current running virtual machines to be used as a deployable server image.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's Azure backup solutions supports server image backups, as well as snapshots of current running virtual machines to be used as a deployable server image. ViON's IaaS compute service also offers the ability to take snapshots of the managed disk that the VM runs on for later use as an image or a "backup" of a known good working configuration. This is in addition to the specific backup of the VM.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Participating Entities have the ability, via the self-service portal, to take point-in-time snapshots of individual virtual machines (VMs). A Snapshot allows you to preserve the state and data of the VM at a specific point in time so that you can return to the same state repeatedly. The snapshot captures the entire state of the VM including power state, memory state, settings state, and disk state. When you revert to a snapshot, you return all of these to the state they were in at the time the snapshot was taken. Multiple snapshots can be stored for each VM.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's Azure backup solutions supports server image backups, as well as snapshots of current running virtual machines to be used a deployable server image. Participating Entities have the ability, via the self-service portal, to take point-in-time snapshots of individual virtual machines (VMs). A Snapshot allows you to preserve the state and data of the VM at a specific point in time so that you can return to the same state repeatedly. The snapshot captures the entire state of the VM including power state, memory state, settings state, and disk state. When you revert to a snapshot, you return all of these to the state they were in at the time the snapshot was taken. Multiple snapshots can be stored for each VM.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

c. Digital Location of Backup Storage

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Blob storage is optimized for storing massive amounts of unstructured data, such as text or binary data. Blob storage is ideal for: - Serving images or documents directly to a browser. - Storing files for distributed access. - Streaming video and audio. - Writing to log files. - Storing data for backup and restore, disaster recovery, and archiving. Storing data for analysis by an on-premises or Azure-hosted service. Blob storage accounts support all the same block blob features as	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	GPv2 but are limited to supporting only block blobs. Pricing is broadly similar to pricing for general-purpose v2 accounts.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Blob storage is optimized for storing massive amounts of unstructured data, such as text or binary data. Blob storage is ideal for: - Serving images or documents directly to a browser. - Storing files for distributed access. - Streaming video and audio. - Writing to log files. - Storing data for backup and restore, disaster recovery, and archiving. Storing data for analysis by an on-premises or Azure-hosted service. Blob storage accounts support all the same block blob features as GPv2 but are limited to supporting only block blobs. Pricing is broadly similar to pricing for general-purpose v2 accounts. All Virtustream backups are disk-to-disk. If Customer subscribes to Virtustream's Replicated backup service offering, backed up data will be replicated to disk-based storage in a secondary data center.	✓ ✓	✓ ✓	✓ ✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Blob storage is optimized for storing massive amounts of unstructured data, such as text or binary data. Blob storage is ideal for: - Serving images or documents directly to a browser. - Storing files for distributed access. - Streaming video and audio. - Writing to log files. - Storing data for backup and restore, disaster recovery, and archiving. Storing data for analysis by an on-premises or Azure-hosted service. Blob storage accounts support all the same block blob features as GPv2 but are limited to supporting only block blobs. Pricing is broadly similar to pricing for general-purpose v2 accounts. All Virtustream backups are disk-to-disk. If Customer subscribes to Virtustream's Replicated backup service offering, backed up data will be replicated to disk-based storage in a secondary data center.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓



d. Alternate Data Center Strategies for Primary Data Centers

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Geo-redundant storage (GRS) is the default and recommended replication option. GRS replicates your data to a secondary region (hundreds of miles away from the primary location of the source data).	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON Azure Geo-redundant storage (GRS) is the default and recommended replication option. GRS replicates your data to a secondary region (hundreds of miles away from the primary location of the source data). Virtustream's data centers in the continental United States are deployed in pairs based on community of interest. Either data center in the pair can serve as primary/secondary at Customer discretion. Please refer to the following for details: Commercial - Data Center 1 – Sterling, VA - Data Center 2 – Las Vegas, NV ITAR - Data Center 1 – Sterling, VA - Data Center 2 – Las Vegas, NV FedRAMP - Data Center 1 – Dulles, VA - Data Center 2 – Boyers, PA	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON Azure Geo-redundant storage (GRS) is the default and recommended replication option. GRS replicates your data to a secondary region (hundreds of miles away from the primary location of the source data). Virtustream's data centers in the continental United States are deployed in pairs based on community of interest. Either data center in the pair can serve as primary/secondary at Customer discretion. Please refer to the following for details: Commercial - Data Center 1 – Sterling, VA - Data Center 2 – Las Vegas, NV ITAR - Data Center 1 – Sterling, VA - Data Center 2 – Las Vegas, NV FedRAMP - Data Center 1 – Dulles, VA - Data Center 2 – Boyers, PA	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Data Protection [RFP 8.9(E)]

Standard Encryption Technologies and Options [RFP 8.9.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Encryption is present throughout the ViON private cloud solution. Utilizing HTTPS to encrypt data in transit between endpoints. AES 256-BIT encryption is used on all storage accounts at the tenant level to encrypt contents while at rest. Participating Entities are free to utilize whatever encryption their organization has standardized on within the storage accounts, or between systems as well. Windows standard image machines have BitLocker encryption available in them for use in encrypting virtual disks. ViON offers a KeyVault service to store sensitive information and encryption keys, protected by hardware security modules both in the private and public solution. Key Vault services are deployed within the tenant object and ViON has no access to the shared secrets or encryption keys that are contained within.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Encryption is present throughout the ViON public cloud solutions. Utilizing HTTPS to encrypt data in transit between endpoints. AES 256-BIT encryption is used on all storage accounts at the tenant level to encrypt contents while at rest. Participating Entities are free to utilize whatever encryption their organization has standardized on within the storage accounts, or between systems as well. Windows standard image machines have BitLocker encryption available in them for use in encrypting virtual disks. ViON offers a KeyVault service to store sensitive information and encryption keys, protected by hardware security modules both in the private and public solution. Key Vault services are deployed within the tenant object and ViON has no access to the shared secrets or encryption keys that are contained within. ViON Virtustream helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	data protection assurances needed to enable trusted multi-tenancy in the cloud. Our solution for data-at-rest and data-in-transit encryption requirements for our customers is optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer are: • In transit: IPSEC using AES256 Bit encryption • At rest: Vormetric using AES256 bit encryption • In archive: 128bit encryption • VM Host Image Protection and Encryption using SafeNet and AES256 bit encryption Encryption keys are maintained in an HSM (Hardware Security Module) and access to the HSM requires multiple employees to administer to eliminate single administration risk issues. Encryption keys can be provided to the client using an encryption key wrapper and using a hand-delivered physical security protocol. Archive Data never leaves our owned infrastructure. Backup facilities are both located in the Contiguous United States (CONUS). Backups are encrypted using FIPS 140-2 certified encryption and are stored locally on-site. Backups are replicated to another Virtustream CONUS location and use encrypted WAN connectivity to ensure that encryption is maintained throughout their lifecycle. Virtustream requires two-factor authentication to connect to the xStream management portal. Access to client applications is managed by client corporate authentication process, i.e., Active Directory. Virtustream shall only dispose of customer data in a manner that is mutually and contractually agreed upon.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Encryption is present throughout the ViON Community cloud solutions. Utilizing HTTPS to encrypt data in transit between endpoints. AES 256-BIT encryption is used on all storage accounts at the tenant level to encrypt contents while at rest. Participating Entities are free to utilize whatever encryption their organization has standardized on within the storage accounts, or between systems as well. Windows standard image machines have BitLocker encryption available in them for use in encrypting virtual disks. ViON offers a KeyVault service to store sensitive information and encryption keys, protected by hardware security modules both in the private and public solution. Key Vault services are deployed within the tenant object and ViON has no access to the shared secrets or encryption keys that are contained within. ViON Virtustream helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Our solution for data-at-rest and data-in-transit encryption requirements for our customers is optional service, as most of our customer environment is only accessible via private network and	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	only to the internal users of the customer. Solutions available to our customer are: • In transit: IPSEC using AES256 Bit encryption • At rest: Vormetric using AES256 bit encryption • In archive: 128bit encryption • VM Host Image Protection and Encryption using SafeNet and AES256 bit encryption Encryption keys are maintained in an HSM (Hardware Security Module) and access to the HSM requires multiple employees to administer to eliminate single administration risk issues. Encryption keys can be provided to the client using an encryption key wrapper and using a hand-delivered physical security protocol. Archive Data never leaves our owned infrastructure. Backup facilities are both located in the Contiguous United States (CONUS). Backups are encrypted using FIPS 140-2 certified encryption and are stored locally on-site. Backups are replicated to another Virtustream CONUS location and use encrypted WAN connectivity to ensure that encryption is maintained throughout their lifecycle. Virtustream requires two-factor authentication to connect to the xStream management portal. Access to client applications is managed by client corporate authentication process, i.e., Active Directory.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Business Associate Agreement [RFP 8.9.2]

ViON is willing to sign relevant and application Business Associate Agreement, or any other agreement that may be necessary to protect data with a Purchasing Entity.

Purposes for Use of Data [RFP 8.9.3]

ViON will only use data for purposes defined in the Master Agreement, Participating Addendum, or related Service Level Agreement. ViON will not use the government data or government related data for any other purpose. This includes but is not limited to data mining. We will not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Service Level Agreements [RFP 8.10(E)]

Negotiability of Service Level Agreement [RFP 8.10.1]

Yes, ViON's sample Service Level Agreement is negotiable.



Sample Service Level Agreement [RFP 8.10.2]

ViON's sample Service Level Agreement is included below:

SLA	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method	Escalation Procedures
New System Delivery	25 business days from approved order date to ready-for-use (production ready)	No deviation	Direct Observation Remote Management 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
New Storage Frame	15 business days from approved order date to ready-for-use (production ready)	No deviation	Direct Observation Remote Management 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
Activate in-system capacity enablement	8 hours from call order receipt to ready for use	No deviation	Direct Observation Remote Management 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
Replenish In-System Capacity (Resources, Drives, Memory, blades stored on site)	3 Business Days	No deviation	Direct Observation Remote Management 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
Capacity Deactivation	Discontinue Billing within 5 business days if capacity assets being deactivated are unencumbered.	No deviation	Direct Observation 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
Activate new VM	User Controlled or w/in 30 minutes	No deviation	Remote Management Alerts	Support Center
Level 1 Response	2-hour response/ 6 hour restore	No deviation	Direct Observation 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting



SLA	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method	Escalation Procedures
Level 2 Response	4-hour response/8 hour restore	No deviation	Direct Observation 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting
Level 3 Response	8-hour 8 response/NBO Restore	No deviation	Direct Observation 100% Inspection Customer Feedback Contractor Self-Reporting	Monthly Service Level Commitment (SLC) Reporting

Figure 13 - ViON Sample SLA

Data Disposal [RFP 8.11(E)]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON Complies with NIST 800-88 guidelines for data and disk destruction. No data is accessible to ViON inside of a tenant object. The tenant object themselves are encrypted. When a tenant is removed from the private cloud solution all data is deleted with it and is inaccessible to ViON or other tenants on the private solution.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON Complies with NIST 800-88 guidelines for data and disk destruction. No data is accessible to ViON inside of a tenant object. The tenant object themselves are encrypted. When a tenant is removed from the private cloud solution all data is deleted with it and is inaccessible to ViON or other tenants on the private solution. Secure wipes are accomplished through a utility called Disk Sanitization. This license is permanent and enables the disk sanitize command and limited SnapMirror replication abilities that facilitate selective sanitization operations. The obliteration is accomplished by means of overwriting the entire disk with user defined patterns of data, multiple times. The disk sanitize feature performs a disk format operation and uses three successive byte overwrite patterns per cycle and a default six cycles per operation for a total of 18 complete disk overwrite passes, in compliance with United States Department of Defense and Department of Energy security requirements. Disk sanitization is performed on one or more physical disk drives. Users can sanitize or cleanse all disks associated with a complete WAFL volume (and spares) or perform sub volume cleansing such as cleansing a tree, a directory, or file. If sub-volume cleansing is desired, all data that should remain in physical volume after cleansing must be migrated to another volume on the same storage appliance or another storage appliance prior to the start of the cleansing process. The limited SnapMirror abilities enabled are used to assist in data migration if you migrate to another volume on the	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	same appliance. Once the data migration is complete, sanitization can be performed on all the drives associated with the initial volume.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON Complies with NIST 800-88 guidelines for data and disk destruction. No data is accessible to ViON inside of a tenant object. The tenant object themselves are encrypted. When a tenant is removed from the private cloud solution all data is deleted with it and is inaccessible to ViON or other tenants on the private solution. Secure wipes are accomplished through a utility called Disk Sanitization. This license is permanent and enables the disk sanitize command and limited SnapMirror replication abilities that facilitate selective sanitization operations. The obliteration is accomplished by means of overwriting the entire disk with user defined patterns of data, multiple times. The disk sanitize feature performs a disk format operation and uses three successive byte overwrite patterns per cycle and a default six cycles per operation for a total of 18 complete disk overwrite passes, in compliance with United States Department of Defense and Department of Energy security requirements. Disk sanitization is performed on one or more physical disk drives. Users can sanitize or cleanse all disks associated with a complete WAFL volume (and spares) or perform sub volume cleansing such as cleansing a tree, a directory, or file. If sub-volume cleansing is desired, all data that should remain in physical volume after cleansing must be migrated to another volume on the same storage appliance or another storage appliance prior to the start of the cleansing process. The limited SnapMirror abilities enabled are used to assist in data migration if you migrate to another volume on the same appliance. Once the data migration is complete, sanitization can be performed on all the drives associated with the initial volume.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Performance Measures and Reporting ^[RFP 8.12(E)]

Guarantee Reliability and Uptime ^[RFP 8.12.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's private cloud solutions are covered under varying SLA, with the minimum SLA being 99.5%. ViON customers are entitled to monetary service credit for breaches in SLA depending on services	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	...solutions, ranging from 10% credit to 25% credit to 100% credit for certain virtual workloads.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's public cloud solutions are covered under varying SLA, with the minimum SLA being 99.5%. ViON customers are entitled to monetary service credit for breaches in SLA depending on services ranging from 10% credit to 25% credit to 100% credit for certain virtual workloads. Our solution for VM workload includes the uptime of up to 99.999%.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's public cloud solutions are covered under varying SLA, with the minimum SLA being 99.5%. ViON customers are entitled to monetary service credit for breaches in SLA depending on services ranging from 10% credit to 25% credit to 100% credit for certain virtual workloads. Our solution for VM workload includes the uptime of up to 99.999%.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Standard Uptime Service and Service Level Agreement Criteria ^[RFP 8.12.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Service level agreement criteria varies by service within the public and private cloud solution, but a general calculation is listed below. "Maximum Available Minutes" is the sum of all Deployment Minutes across all Protected Items for a given public or private cloud subscription during a billing month. "Downtime" is the total accumulated Deployment Minutes across all Protected Items by Customer in a given public or private cloud subscription during which the specified service is unavailable for the Protected Item.			



Solution	Detailed Response	IaaS	PaaS	SaaS
	Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes Limitations This SLA and any applicable Service Levels do not apply to any performance or availability issues: - Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center); - That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; - Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised; - During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us) or to purchases made using ViON subscription credits; - That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices; - That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance; - That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); - That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior; - Due to your use of Service features that are outside of associated Support Windows; or - For licenses reserved, but not paid for, at the time of the Incident.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Service level agreement criteria varies by service within the public and private cloud solution, but a general calculation is listed below. "Maximum Available Minutes" is the sum of all Deployment Minutes across all Protected Items for a given public or private cloud subscription during a billing month.			



Solution	Detailed Response	IaaS	PaaS	SaaS
	"Downtime" is the total accumulated Deployment Minutes across all Protected Items by Customer in a given public or private cloud subscription during which the specified service is unavailable for the Protected Item. Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes Limitations This SLA and any applicable Service Levels do not apply to any performance or availability issues: 1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center); 2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; 3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised; 4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us) or to purchases made using ViON subscription credits; 5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices; 6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance; 7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); 8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior; 9. Due to your use of Service features that are outside of associated Support Windows; or 10. For licenses reserved, but not paid for, at the time of the Incident.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Service level agreement criteria varies by service within the public and private cloud solution, but a general calculation is listed below.			



Solution	Detailed Response	IaaS	PaaS	SaaS
	"Maximum Available Minutes" is the sum of all Deployment Minutes across all Protected Items for a given public or private cloud subscription during a billing month. "Downtime" is the total accumulated Deployment Minutes across all Protected Items by Customer in a given public or private cloud subscription during which the specified service is unavailable for the Protected Item. Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes Limitations This SLA and any applicable Service Levels do not apply to any performance or availability issues: 1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center); 2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; 3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised; 4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us) or to purchases made using ViON subscription credits; 5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices; 6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance; 7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); 8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior; 9. Due to your use of Service features that are outside of associated Support Windows; or 10. For licenses reserved, but not paid for, at the time of the Incident.	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Support Process [RFP 8.12.3]

For all solutions included in our proposal, ViON will provide the Participating Entity with 24x7x365 Support Services via two support and operation centers located in Herndon, VA and Ogden, UT. These locations are staffed with fully cleared, advanced support engineers. If support is needed, the participating entity simply contacts us via:

1. Phone: (866) 857-8466
2. Online Support Portal
3. Email: Support@vion.com

ViON's Support Process

ViON will provide the Participating Entity with high-level problem resolutions via a comprehensive 3-tiered support model that leverages our technical expertise and partnerships with various vendors. This system helps guide the process to ensure problems are resolved efficiently and effectively.

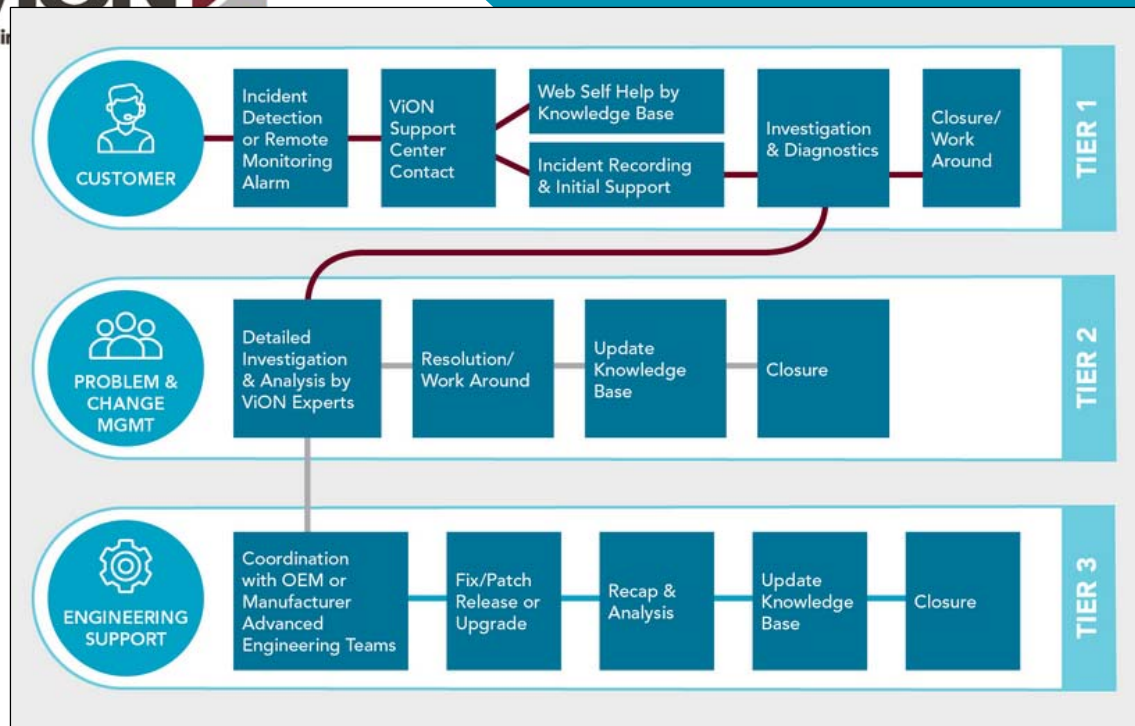


Figure 14 - ViON's 3-Tier Support Process

ViON's Support Services

ViON Field Engineering – Our Field Services experts provide onsite installation and break/fix infrastructure support for multiple vendors.

- Flexible onsite response time SLA's and part replacement
- 24x7x365 access to onsite cleared personnel
- ASP certified with major vendors
- Specialize in Data Center Infrastructure moves, adds, and changes

Secure Support Center – 24/7/365 immediate access to expert hardware and software engineers in support of storage solutions, Cloud infrastructure, data analytics platforms and data management solutions.

- One number to call for support across all of our solutions
- 24x7x365 Live, US-based, cleared resources
- Multivendor support agreements with Cisco, Hitachi, VMware, Red Hat, NetApp, and IBM
- ITIL based incident and problem management methodologies
- Industry standard SLA response times
- Manufacturer certified storage, system, software, and network engineers

Consequences/SLA Remedies for Failing to Meet Response Time ^[RFP 8.12.4]

ViON has nearly two decades of experience in provisioning the required tools and personnel necessary to meet and exceed SLAs for our solutions. ViON will work directly with the



Purchasing Entity to lay foundational SLAs based on an environmental assessment, upon which we will make recommendations about additional SLAs we believe might benefit the Purchasing Entity.

In certain circumstances, ViON customers are entitled to monetary credits for published SLA metrics that are not met for the private or public cloud solution. Credits are based on SLA breaches specified per service ranging from 10% to 25%, to 100% credit (for certain virtual workloads).

Procedures and Schedules for Planned Downtime [RFP 8.12.5]

ViON's internal schedules for maintenance vary depending on the service being maintained. There is a standard ITIL change control process in place for handling normal maintenance on the private cloud infrastructure. When a change control is raised that will require downtime that could or will potentially impact a customer workload, notification is provided 30 days in advance.

At intervals of 21, 14, and 7 days the customer will receive notification of the work and time window date. At these intervals, the customer will be provided with options that they can take to remediate any potential effect from the downtime. Usually, these are resolved by instantiating another instance of a PaaS service or IaaS service. 8 hours prior to the scheduled work window a notification will be sent out. Upon execution of the scheduled work window, a notification will be sent out. Upon completion of the work window, a final notification will be sent out with a message of normal resumption of service.

Consequences/SLA Remedies if Disaster Recovery Metrics Are Not Met [RFP 8.12.6]

ViON believes in developing the correct foundational SLAs based on detailed environmental assessments. Should we not meet metrics specified in SLA, we will work with the Participating Entity to ensure we meet their expectations in defining a remedy. The remedy largely depends on the specific situation, but an example could be a crediting of invoices for any charges attributable to the situation. In certain circumstances, customers are entitled to monetary credits for published SLA metrics that are not met for the private or public cloud solution. Credits are based on SLA breaches specified per service ranging from 10% to 25%, to 100% credit (for certain virtual workloads).

Performance Reports Sample [RFP 8.12.7]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Microsoft Azure solution includes Azure Monitor, a platform that provides a single source for monitoring and reporting of Azure resources. Performance reports generated by Azure Monitor are available over the web. All reports generated by Azure Monitor, regardless of content are based on real-time data or definable historic date/time ranges or batch statistics. A sample Azure Monitor performance report can be seen below, in Figure 10.	✓	✓	✓
	Reports are available in a variety of formats including Adobe PDF, HTML, or Excel/ODF spreadsheets. Reporting is also available through several areas of the platform based on the context of a	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	dashboard or monitored element graph within the device profile for ad-hoc, real-time visualization or reporting.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's Microsoft Azure solution includes Azure Monitor, a platform that provides a single source for monitoring and reporting of Azure resources. Performance reports generated by Azure Monitor are available over the web. All reports generated by Azure Monitor, regardless of content are based on real-time data or definable historic date/time ranges or batch statistics. A sample Azure Monitor performance report can be seen below, in Figure 10. Reports are available in a variety of formats including Adobe PDF, HTML, or Excel/ODF spreadsheets. Reporting is also available through several areas of the platform based on the context of a dashboard or monitored element graph within the device profile for ad-hoc, real-time visualization or reporting. Through the Virtustream xStream portal customers may generate reports several reports on usage and other performance data on their workloads near real-time over the web. The xStream portal integrates powerful Jasper reporting engine and allows users to generate a Detailed CSP (Cloud Service Provider) Consumption Report provides μVM consumption information per VM for all the tenants as denoted by the lower arrow in Figure 11. This report is only available to the service provider. xStream also offers a Tenant Consumption Report (top arrow in Figure 12), which provides μVM consumption data per each VM for the given tenant, is available to both, CSP and the tenant. xStream fronts consumption data for reporting for up to 3 months. Data goes into archive once it reaches 3 months age.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON's Microsoft Azure solution includes Azure Monitor, a platform that provides a single source for monitoring and reporting of Azure resources. Performance reports generated by Azure Monitor are available over the web. All reports generated by Azure Monitor, regardless of content are based on real-time data or definable historic date/time ranges or batch statistics. A sample Azure Monitor performance report can be seen below, in Figure 10. Reports are available in a variety of formats including Adobe PDF, HTML, or Excel/ODF spreadsheets. Reporting is also available through several areas of the platform based on the context of a dashboard or monitored element graph within the device profile for ad-hoc, real-time visualization or reporting. Through the Virtustream xStream portal customers may generate reports several reports on usage and other performance data on their	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	workloads near real-time over the web. The xStream portal integrates powerful Jasper reporting engine and allows users to generate a Detailed CSP (Cloud Service Provider) Consumption Report provides μVM consumption information per VM for all the tenants as denoted by the lower arrow in Figure 11. This report is only available to the service provider. xStream also offers a Tenant Consumption Report (top arrow in Figure 11), which provides μVM consumption data per each VM for the given tenant, is available to both, CSP and the tenant. xStream fronts consumption data for reporting for up to 3 months. Data goes into archive once it reaches 3 months age.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

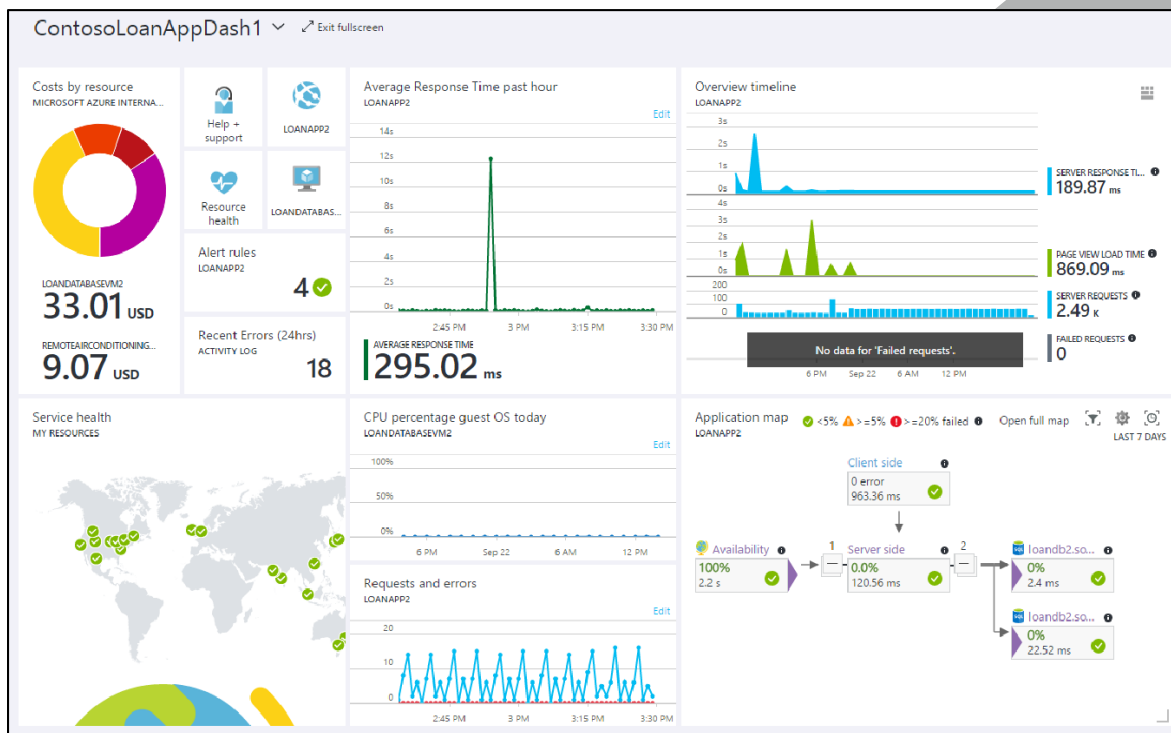


Figure 15 – Microsoft Azure Report Sample

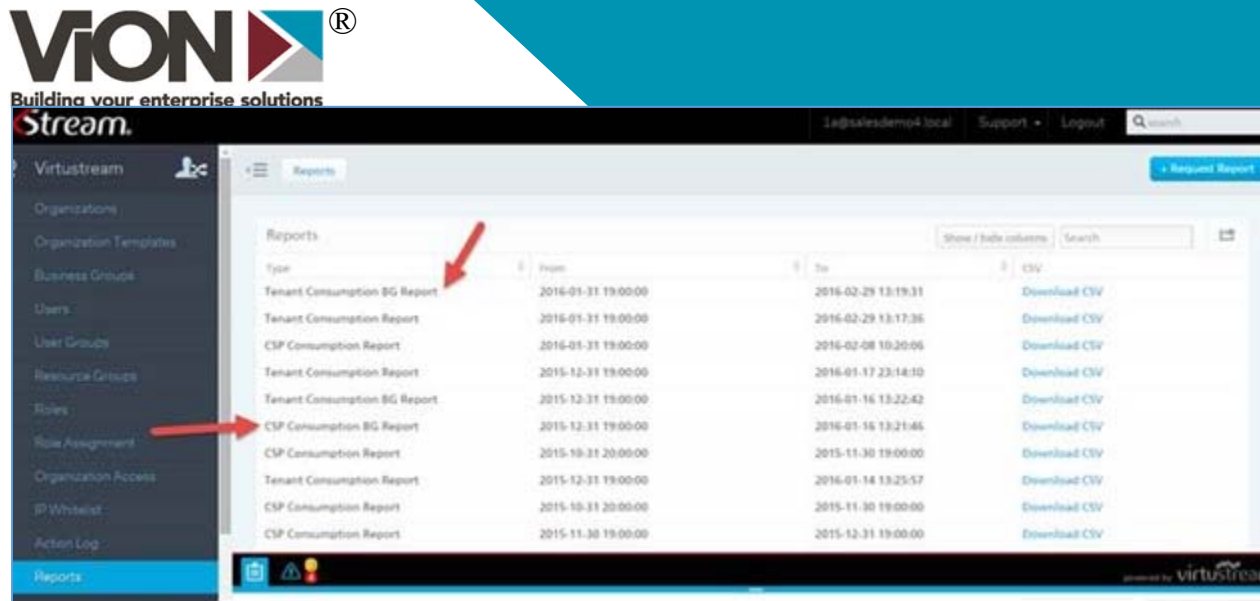


Figure 16 – Virtustream xStream Portal

Historical, Statistics, and Usage Reports [RFP 8.12.8]

All reports available in the managed platform can be printed to a local printer in any format used to generate as they are displayed directly in the local browser, downloaded, or sent via scheduled reporting via email to the local client.

On-Demand Deployment Support [RFP 8.12.9]

ViON's On-Demand deployment is supported 24x365. The procedure is available via the GUI and the command line interface in the private, public, community, and hybrid cloud options offered by ViON.

Scale-Up and Scale-Down [RFP 8.12.10]

Scale-up and scale-down are available 24x365 for all solutions included in our proposal. The scale-up and scale-down features are configurable by the Purchasing Entity in the environment. They can be completely automated and based on environmental factors such as utilization. Additionally, they can be manually implemented by the Purchasing Entity at any point in time. The procedure is available via the GUI and the command line interface in the private, public, community, and hybrid cloud options offered by ViON.

Cloud Security Alliance [8.13(E)]

Level of Disclosure with CSA Star Registry

Completion of CSA STAR Self-Assessment

ViON has completed the CSA Star Registry Self-Assessment for our Solutions offered and we have received confirmation that it was added to the CSA Registry on May 21, 2018. We have included a copy of the Cloud Control Matrix (CCM) with our response as an attachment.


Process for Emergency or Rush Services Implementation Requests [RFP 8.14.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable. From a managed services perspective if a customer has contracted with ViON support services will be categorized as either Class A, Class B, or Class C, and assigned appropriate time to completion requirements based on criticality to the resumption of business operations. Class A – Urgent: Class A applications and service requests will be assigned a maximum 4-hour response time from incident creation to initial work being done. Class B – Business Critical: Class B applications and service requests will be assigned a maximum of 1 business day initial response time from incident creation to initial work being done Class C – Minor: Class C applications and data types will be assigned a maximum of 5 business day from incident creation to initial work being done.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable. From a managed services perspective if a customer has contracted with ViON support services will be categorized as either Class A, Class B, Class C, and assigned appropriate time to completion requirements based on criticality to the resumption of business operations. Class A – Urgent: Class A applications and service requests will be assigned a maximum 4-hour response time from incident creation to initial work being done.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Class B – Business Critical: Class B applications and service requests will be assigned a maximum of 1 business day initial response time from incident creation to initial work being done Class C – Minor: Class C applications and data types will be assigned a maximum of 5 business day from incident creation to initial work being done. Virtustream does not offer emergency/rush provisioning services. Customers who require provisioning more quickly than Virtustream's standard white glove provisioning service may self-service provision via the xStream portal. The inclusion of managed services in self-service provisioning requests may impact provisioning times.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable. From a managed services perspective if a customer has contracted with ViON support services will be categorized as either Class A, Class B, Class C, and assigned appropriate time to completion requirements based on criticality to the resumption of business operations. Class A – Urgent: Class A applications and service requests will be assigned a maximum 4-hour response time from incident creation to initial work being done. Class B – Business Critical: Class B applications and service requests will be assigned a maximum of 1 business day initial response time from incident creation to initial work being done Class C – Minor: Class C applications and data types will be assigned a maximum of 5 business day from incident creation to initial work being done. Virtustream does not offer emergency/rush provisioning services. Customers who require provisioning more quickly than Virtustream's standard white glove provisioning service may self-service provision via the xStream portal. The inclusion of managed services in self-service provisioning requests may impact provisioning times.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Standard Lead-Time for Provisioning of Solutions ^[RFP 8.14.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable. Virtustream's white glove provisioning service is available as a statement of work (SOW)-based service. Customers will work with Virtustream to define the requirements of the systems to be deployed. The provisioning lead time will be defined during the SOW process based upon resources required, included managed services, potential infrastructure impacts, and Customer requirements.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Once a customer tenant has been provisioned, the customer has immediate access to any solutions within the catalog defined in their agreement. That could be a limited catalog of services that ViON offers or it could be all services that ViON offers. The customer can deploy any of these solutions at any time via the provisioning portal, the technical portal or the powershell command line. Deployment of services is automatic, but the length of time a deployment takes depends on how complex the solution is and is variable. Virtustream's white glove provisioning service is available as a statement of work (SOW)-based service. Customers will work with Virtustream to define the requirements of the systems to be deployed. The provisioning lead time will be defined during the	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	SOW process based upon resources required, included managed services, potential infrastructure impacts, and Customer requirements.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓ ✓	✓ ✓	✓ ✓

Back Up and Disaster Plan [RFP 8.15(E)]

Ability to Apply Legal Retention Periods and Disposition [RFP 8.15.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON has no access to customer stored data within ViON Private Cloud solutions. If a customer wishes to have ViON access their data hosted in ViON Private Cloud solutions the customer must provide access via an invitation to ViON typically via Active Directory (AAD) user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. Because all customer tenant data is encrypted, the ability to place legal retention holds, or to dispose of data for a customer would have to happen inside the tenant, which ViON does not retain any access to, unless provided under a separate agreement. If the ability to provide legal retention hold or disposition of data is required by the customer, separate services would have to be deployed and maintained within the customer tenant to achieve this and would incur additional costs.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has no access to customer stored data within ViON Public Cloud solutions. If a customer wishes to have ViON access their data hosted in ViON Azure or Virtustream Cloud solutions the customer must provide access via an invitation to ViON typically via Active Directory (AAD) user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made			



Solution	Detailed Response	IaaS	PaaS	SaaS
	all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. Because all customer tenant data is encrypted, the ability to place legal retention holds, or to dispose of data for a customer would have to happen inside the tenant, which ViON does not retain any access to, unless provided under a separate agreement. If the ability to provide legal retention hold or disposition of data is required by the customer, separate services would have to be deployed and maintained within the customer tenant to achieve this and would incur additional costs.	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has no access to customer stored data within ViON Public Cloud solutions. If a customer wishes to have ViON access their data hosted in ViON Azure or Virtustream Cloud solutions the customer must provide access via an invitation to ViON typically via Active Directory (AAD) user account of the technician assigned to the customer incident ticket for resolution. Once the invitation is made all access to data and storage accounts in either the private or public solution is logged in the audit log for appropriate controls monitoring. Once the incident is resolved the customer removes access to the invited user account and ViON no longer has access to the tenant data. This policy ensures that the customer is fully aware of all access rights given to ViON for managing and supporting the customer. Because all customer tenant data is encrypted, the ability to place legal retention holds, or to dispose of data for a customer would have to happen inside the tenant, which ViON does not retain any access to, unless provided under a separate agreement. If the ability to provide legal retention hold or disposition of data is required by the customer, separate services would have to be deployed and maintained within the customer tenant to achieve this and would incur additional costs.	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Known Inherent Disaster Recovery Risks and Mitigation Strategies ^[RFP 8.15.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Microsoft Azure was created with a focus on disaster recovery. Some known inherent disaster recovery risks include, but are not limited to, local and regional weather, power outages, application failure, network outage, and data corruption. Microsoft Azure is able to mitigate most of these risks with their geographically dispersed data centers. Azure infrastructure supports several disaster recovery scenarios. Microsoft Azure solution includes Azure Site Recovery, which replicates workloads running on physical and virtual machines (VMs) from a primary site to a secondary location. When an outage occurs at a Purchasing Entity's primary site, you fail over to a secondary location, and access apps from there. After the primary location is running again, you can fail back to it. Application failure is an inherent risk. Microsoft's Azure Traffic Manager automatically handles failures that result from the underlying hardware or operating system software in the host virtual machine. Azure creates a new role instance and adds it to the available pool. If more than one role instance was already running, Azure shifts processing to the other running role instances while replacing the failed node. Data corruption is also a known inherent risk. To mitigate this, Azure automatically stores Azure SQL Database and Azure Storage data three times redundantly within different fault domains in the same region. If you use geo-replication, the data is stored three additional times in a different region. Additionally, Azure site recover allows the Participating Entity to run dev-test copies production workloads without impacting users. It also allows the test of new applications with copies of live data.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON would need more detail surrounding the Purchasing Entity's environment to assess any Disaster Recovery risks, however, our Azure Cloud Solution proposed utilizes Azure Site Recovery, which will mitigate any Disaster Recovery Risk. Azure Site Recovery helps ensure business continuity for the Purchasing Entity by keeping business apps and workloads running during outages. Azure Site Recovery replicates workloads running on physical and virtual machines (VMs) from a primary site to a secondary location. When an outage occurs at a Purchasing Entity's primary site, you	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	fail over to a secondary location, and access apps from there. After the primary location is running again, you can fail back to it. Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate any known risks. To further mitigate against the unknown, Core μVM's are designed for mission-critical workloads and include reserved compute capacity in a secondary datacenter and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Microsoft Azure was created with a focus on disaster recovery. Some known inherent disaster recovery risks include, but are not limited to, local and regional weather, power outages, application failure, network outage, and data corruption. Microsoft Azure is able to mitigate most of these risks with their geographically dispersed data centers. Azure infrastructure supports several disaster recovery scenarios. Microsoft Azure solution includes Azure Site Recovery, which replicates workloads running on physical and virtual machines (VMs) from a primary site to a secondary location. When an outage occurs at a Purchasing Entity's primary site, you fail over to a secondary location, and access apps from there. After the primary location is running again, you can fail back to it. Application failure is an inherent risk. Microsoft's Azure Traffic Manager automatically handles failures that result from the underlying hardware or operating system software in the host virtual machine. Azure creates a new role instance and adds it to the available pool. If more than one role instance was already running, Azure shifts processing to the other running role instances while replacing the failed node. Data corruption is also a known inherent risk. To mitigate this, Azure automatically stores Azure SQL Database and Azure Storage data three times redundantly within different fault domains in the same region. If you use geo-replication, the data is stored three additional times in a different region. Additionally, Azure site recover allows the Participating Entity to run dev-test copies production workloads without impacting users. It also allows the test of new applications with copies of live data.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all of the approaches discussed above in	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Infrastructure That Supports Multiple Data Centers in Case One Data Center is Lost ^[RFP 8.15.3]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON's Private Cloud solutions, Microsoft Azure has data centers in 140 countries and 54 strategically dispersed regions throughout the world to support high availability, failover capability, redundancy, disaster recovery, and are able to run large-scale applications independently. Azure infrastructure is described by regions, geographies, and availability zones. Regions: Azure has 54 strategically dispersed regions throughout the world, more than any other cloud provider, that offers the Participating Entity scale and security. Regions are defined as a set of datacenters deployed within a latency defined perimeter and connected through a dedicated regional low-latency network. See Figure 12. Geographies: A geography is a discrete market, typically containing two or more regions, that preserves data residency and compliance boundaries. Geographies allow customers with specific data-residency and compliance needs to keep their data and applications close. Geographies are fault-tolerant to withstand complete region failure through their connection to our dedicated high-capacity networking infrastructure. Availability Zones: Each Availability Zone is made up of one or more datacenters equipped with independent power, cooling, and networking. Availability Zones allow customers to run mission-critical applications with high availability and low-latency replication. See Figure 13.	✓	✓	✓
		✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Microsoft Azure has data centers in 140 countries and 54 strategically dispersed regions throughout the world to support high availability, redundancy, and disaster recovery. Within Public Cloud solutions is an architecture hierarchy of Regions, Geographies, and Availability Zones. Regions: A region is a set of datacenters deployed within a latency-defined perimeter and connected through a dedicated regional low-latency network. With more global regions than any other cloud provider, the ViON Azure Public Cloud gives customers the flexibility to deploy applications where they need to. ViON Azure Public Cloud is generally available in 50 regions around the world, with plans announced for 6 additional regions. See Figure 12.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Geographies: A geography is a discrete market, typically containing two or more regions, that preserves data residency and compliance boundaries. Geographies allow customers with specific data-residency and compliance needs to keep their data and applications close. Geographies are fault-tolerant to withstand complete region failure through their connection to our dedicated high-capacity networking infrastructure. Availability Zones: Physically separate locations within a ViON Public Cloud region. Each Availability Zone is made up of one or more datacenters equipped with independent power, cooling, and networking. Availability Zones allow customers to run mission-critical applications with high availability and low-latency replication. See Figure 13. Virtustream's U.S. based data centers are in Washington, DC, Las Vegas, and San Francisco.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Within our ViON Azure Community Cloud solutions is an architecture hierarchy of Regions, Geographies, and Availability Zones. Regions: A region is a set of datacenters deployed within a latency-defined perimeter and connected through a dedicated regional low-latency network. With more global regions than any other cloud provider, the ViON Azure Public Cloud gives customers the flexibility to deploy applications where they need to. ViON Azure Public Cloud is generally available in 50 regions around the world, with plans announced for 6 additional regions. See Figure 12. Geographies: A geography is a discrete market, typically containing two or more regions, that preserves data residency and compliance boundaries. Geographies allow customers with specific data-residency and compliance needs to keep their data and applications close. Geographies are fault-tolerant to withstand complete region failure through their connection to our dedicated high-capacity networking infrastructure. Availability Zones: Physically separate locations within an ViON Public Cloud region. Each Availability Zone is made up of one or more datacenters equipped with independent power, cooling, and networking. Availability Zones allow customers to run mission-critical applications with high availability and low-latency replication. See Figure 13. Virtustream's U.S. based data centers are in Washington, DC, Las Vegas, and San Francisco.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.			



Figure 17 - Microsoft Azure Data Centers in N. America

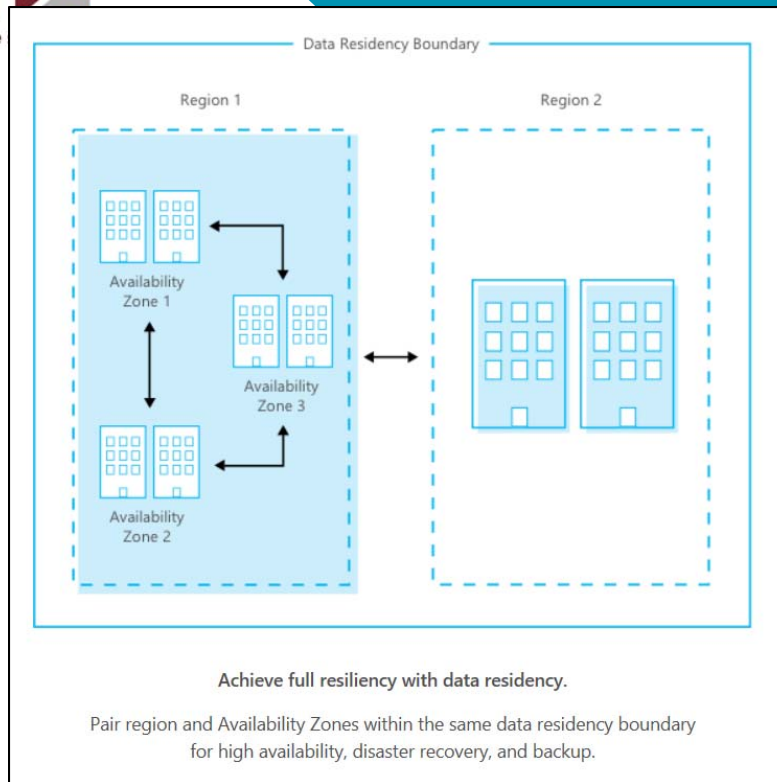


Figure 18 - Availability Zones

Hosting and Provisioning [8.16(E)]

Cloud Hosting Provisioning Processes and Defined/Standard Cloud Provisioning Stack ^[RFP 8.16.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The cloud hosting provisioning process is defined as follows: 1.) Customer signs agreement with ViON 2.) ViON Technical services establish customer entity in our tenant management system 3.) Credentials are provided to customer to authenticate to the ViON provisioning portal 4.) Services on contract are established as entities a customer can deploy in the ViON provisioning portal 5.) Customer authenticates to provisioning portal and sees list of available services they can deploy 6.) Customer selects services to deploy and follows deployment steps wizard and submits job to provisioning system 7.) Provisioning system takes request and handles deployment 8.) Customer checks provisioning portal for status of provisioning services Customer is notified via email once service is established. Customer receives email with additional credentials if necessary to connect and consume services that are provisioned.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The cloud hosting provisioning process is defined as follows: 1.) Customer signs agreement with ViON 2.) ViON Technical services establish customer entity in our tenant management system 3.) Credentials are provided to customer to authenticate to the ViON provisioning portal 4.) Services on contract are established as entities a customer can deploy in the ViON provisioning portal 5.) Customer authenticates to provisioning portal and sees list of available services they can deploy 6.) Customer selects services to deploy and follows deployment steps wizard and submits job to provisioning system 7.) Provisioning system takes request and handles deployment 8.) Customer checks provisioning portal for status of provisioning services Customer is notified via email once service is established. Customer receives email with additional credentials if necessary to connect and consume services that are provisioned.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The cloud hosting provisioning process is defined as follows: 1.) Customer signs agreement with ViON 2.) ViON Technical services establish customer entity in our tenant management system 3.) Credentials are provided to customer to authenticate to the ViON provisioning portal 4.) Services on contract are established as entities a customer can deploy in the ViON provisioning portal 5.) Customer authenticates to provisioning portal and sees list of available services they can deploy 6.) Customer selects services to deploy and follows deployment steps wizard and submits job to provisioning system 7.) Provisioning system takes request and handles deployment 8.) Customer checks provisioning portal for status of provisioning services Customer is notified via email once service is established. Customer receives email with additional credentials if necessary to connect and consume services that are provisioned.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private,	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Tool Sets [RFP 8.16.2]

1. Deploying New Servers

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Deployment of new servers is enabled through a GUI at the ViON provisioning portal, and the technical portal. Also offered is a command line interface that interacts with the provisioning portal API to allow programmatic deployment of new servers. This allows the customer to integrate the ViON services into their already existing server deployment, and automation systems.	✓	✓	✓
ViON Public Cloud	Deployment of new servers is enabled through a GUI at the ViON provisioning portal, and the technical portal. Also offered is a command line interface that interacts with the provisioning portal API to allow programmatic deployment of new servers. This allows the customer to integrate the ViON services into their already existing server deployment, and automation systems.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Deployment of new servers is enabled through a GUI at the ViON provisioning portal, and the technical portal. Also offered is a command line interface that interacts with the provisioning portal API to allow programmatic deployment of new servers. This allows the customer to integrate the ViON services into their already existing server deployment, and automation systems.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

2. Creating and Storing Server Images for Future Multiple Deployments

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Customers can request a snapshot of a server be taken and saved as an online image for redeployment through the provisioning portal or through the command line access to the provisioning portal API. These disks/images are saved in the customer's storage tenant and accessible to all ViON services that the customer has access to.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Customers can request a snapshot of a server be taken and saved as an online image for redeployment through the provisioning portal or through the command line access to the provisioning portal API. These disks/images are saved in the customer's storage tenant and accessible to all ViON services that the customer has access to.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Customers can request a snapshot of a server be taken and saved as an online image for redeployment through the provisioning portal or through the command line access to the provisioning portal API. These disks/images are saved in the customer's storage tenant and accessible to all ViON services that the customer has access to.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

3. Securing Additional Storage Space

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Storage in the ViON service catalog is configured for encryption at rest during the provisioning. Customers can utilize additional encryption software to secure the storage accounts in their control. To provision new storage accounts, the customer accesses the provisioning portal to request a new storage account or uses the command line to access the provisioning portal API to request a new storage account.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Storage in the ViON service catalog is configured for encryption at rest during the provisioning. ViON does not have access to customer storage locations. Customers can utilize additional encryption software to secure the storage accounts in their control. To provision new storage accounts, the customer accesses the provisioning portal to request a new storage account or uses the command line to access the provisioning portal API to request a new storage account.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Storage in the ViON service catalog is configured for encryption at rest during the provisioning. ViON does not have access to customer storage locations. Customers can utilize additional encryption software to secure the storage accounts in their control. To provision new storage accounts, the customer accesses the provisioning portal to request a new storage account or uses the command line to access the provisioning portal API to request a new storage account.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

4. Monitoring Tools for Use by Each Jurisdiction Authorized Personnel

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The customer's primary monitoring tool is the provisioning portal. It details all the actions taken in a customer tenant for the duration of the customer agreement. Every action taken in the portal or through the command line access is logged and shows in the audit list of the provisioning portal. This log is exportable to the Log Analytics application in our public cloud offering. This allows the customer to ingest logs from a variety of sources, on a synchronized time clock. This provides a comprehensive view of the monitored environment for the customer.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The customer's primary monitoring tool is the provisioning portal. It details all the actions taken in a customer tenant for the duration of the customer agreement. Every action taken in the portal or through the command line access is logged and shows in the audit list of the provisioning portal. This log is exportable to the Log Analytics application in our public cloud offering. This allows the customer to ingest logs from a variety of sources, on a synchronized time clock. This provides a comprehensive view of the monitored environment for the customer.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	The customer's primary monitoring tool is the provisioning portal. It details all the actions taken in a customer tenant for the duration of the customer agreement. Every action taken in the portal or through the command line access is logged and shows in the audit list of the provisioning portal. This log is exportable to the Log Analytics application in our public cloud offering. This allows the customer to ingest logs from a variety of sources, on a synchronized time clock. This provides a comprehensive view of the monitored environment for the customer.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Trial and Testing Periods (Pre- and Post- Purchase) [8.17(E)]

Testing and Training Periods Offered [RFP 8.17.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	Training and testing periods for our Private Cloud solution will vary depending on the agreement with the Participating Entity, and the size and scope of the deployment of the solutions. Testing periods for the private cloud solution are offered as a 31-day usage of an environment. Customers have full access and can deploy any workload they choose to evaluate the environment, collecting all logs and diagnostic data to support a go/no go decision on workload or solution. Training is offered in a variety of formats and offered in both Free and Paid engagement formats. Free formats are available as online prerecorded webinars, and self-paced Massive Open Online Courses (MOOC). Paid engagements are offered in single or multi day format, onsite with the customer or at the ViON training facility around specifically identified topics relevant to the customer.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Training and testing periods for our Private Cloud solution will vary depending on the agreement with the Participating Entity, and the size and scope of the deployment of the solutions. Testing periods for the public cloud solution are offered as a service credit of \$1000 in the public cloud environment. Customers have full access and can deploy any workload they choose to evaluate the environment, collecting all logs and diagnostic data to support a go/no go decision on workload or solution.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Training is offered in a variety of formats and offered in both Free and Paid engagement formats. Free formats are available as online prerecorded webinars, and self-paced Massive Open Online Courses (MOOC). Paid engagements are offered in single or multi day format, onsite with the customer or at the ViON training facility around specifically identified topics relevant to the customer.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. Training and testing periods for our Private Cloud solution will vary depending on the agreement with the Participating Entity, and the size and scope of the deployment of the solutions. Testing periods for the public cloud solution are offered as a service credit of \$1000 in the public cloud environment. Customers have full access and can deploy any workload they choose to evaluate the environment, collecting all logs and diagnostic data to support a go/no go decision on workload or solution. Training is offered in a variety of formats and offered in both Free and Paid engagement formats. Free formats are available as online prerecorded webinars, and self-paced Massive Open Online Courses (MOOC). Paid engagements are offered in single or multi day format, onsite with the customer or at the ViON training facility around specifically identified topics relevant to the customer.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Test and/or Proof of Concept Environment ^[RFP 8.17.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON will provide an evaluation of a single rack unit of the Private Cloud solution to customers wishing to execute test and or Proof of Concept in their organization. This single rack unit includes all installation and configuration service. The single rack unit can be returned to ViON upon the build of the final solution for the customer or can be purchased for an additional fee and left in place to execute additional testing. ViON will pay all shipping cost and provide de-installation services for the single rack unit proof of concept hardware.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	ViON will provide a subscription to the ViON Azure public cloud solution valued at \$1000 of service credit to execute a Proof of Concept in the Public Cloud environment. Once the service credit in the public cloud is utilized the subscription workloads are deallocated (powered off) unless converted to an agreement solution, at which point the services can be reallocated (powered on). Customers have access to all diagnostic logs for the subscription and can utilize these to make go/no go decisions. When using Virtustream we will work with the customer to provision the PoC environment that will be consistent with the customer's production requirements. Details regarding length, cost, and success criteria will be discuss at the time the PoC is required.			
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON will provide a subscription to the ViON Azure public cloud solution valued at \$1000 of service credit to execute a Proof of Concept in the Public Cloud environment. Once the service credit in the public cloud is utilized the subscription workloads are deallocated (powered off) unless converted to an agreement solution, at which point the services can be reallocated (powered on). Customers have access to all diagnostic logs for the subscription and can utilize these to make go/no go decisions. When using Virtustream we will work with the customer to provision the PoC environment that will be consistent with the customer's production requirements. Details regarding length, cost, and success criteria will be discuss at the time the PoC is required.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Training and Support Provided at No Additional Cost ^[RFP 8.17.3]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	ViON has access to resources in the form of Massive open online course (MOOC) surrounding the utilization of Microsoft based public and private clouds that can be made available to customers for completion of training on how to utilize the environments. ViON also has a library of PDF manuals that are available free of charge to customers who wish to complete certification courses for the Microsoft platform. During an initial configuration of the environment as part of the project activities training and support will be provided to the primary	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	customer technicians free of charge. With access to the same level of support as a paid customer utilizing the ViON 24x7x365 service desk.			
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has access to resources in the form of Massive open online course (MOOC) surrounding the utilization of Microsoft based public and private clouds that can be made available to customers for completion of training on how to utilize the environments. ViON also has a library of PDF manuals that are available free of charge to customers who wish to complete certification courses for the Microsoft platform. During an initial configuration of the environment (Azure or Virtustream) as part of the project activities training and support will be provided to the primary customer technicians free of charge. With access to the same level of support as a paid customer utilizing the ViON 24x7x365 service desk.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. ViON has access to resources in the form of Massive open online course (MOOC) surrounding the utilization of Microsoft based public and private clouds that can be made available to customers for completion of training on how to utilize the environments. ViON also has a library of PDF manuals that are available at free of charge to customers who wish to complete certification courses for the Microsoft platform. During an initial configuration of the environment (Azure or Virtustream) as part of the project activities training and support will be provided to the primary customer technicians free of charge. With access to the same level of support as a paid customer utilizing the ViON 24x7x365 service desk.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓ ✓	✓ ✓	✓ ✓



Integration of Solutions to Other Complementary Applications ^[RFP 8.18.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON private cloud is powered by the Azure Resource Manager API which enables effective integration into any system that can manipulate or interact with a standard based REST API. Creation of the interface between a customer solution and the ViON Private Cloud is available and can be added to the implementation of the solution for the customer and can be scoped appropriately during the deployment phase of the solution.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The Azure cloud is powered by the Azure Resource Manager API which enables effective integration into any system that can manipulate or interact with a standard based REST API. Virtustream's xStream solution supports vSphere integration, using vCenter a central point of that integration. Virtustream provides a REST API and anything that can be done via the User Interface can be done programmatically via REST API calls. Creation of the interface between a customer solution and the ViON Private Cloud is available and can be added to the implementation of the solution for the customer and can be scoped appropriately during the deployment phase of the solution.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The Azure cloud is powered by the Azure Resource Manager API which enables effective integration into any system that can manipulate or interact with a standard based REST API. Virtustream's xStream solution supports vSphere integration, using vCenter a central point of that integration. Virtustream provides a REST API and anything that can be done via the User Interface can be done programmatically via REST API calls. Creation of the interface between a customer solution and the ViON Private Cloud is available and can be added to the implementation of the solution for the customer and can be scoped appropriately during the deployment phase of the solution.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all the approaches discussed above in Private,	✓ ✓	✓ ✓	✓ ✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	Public, and Community cloud apply to ViON Hybrid Cloud solutions.			

Customization and Personalization of Solutions to Meet Specific Needs ^[RFP 8.18.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The ViON private cloud solution can be customized in terms of number, size based on memory and processor core count, and amount of raw storage offered in the compute nodes. After this, the customization is within the software fabric of the private cloud. Customization of available offerings for tenants can be configured (IaaS, PaaS, and SaaS) so that a subset of the entire catalog, or the entire catalog can be made available to specific tenants. Likewise, the provisioning portal can be customized to highlight specific workloads and provide customized monitoring of those workloads.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The customization of Azure in the public cloud solution comes in the form of managed access. Once a customer tenant (purchasing entity) is established, customization of available offerings for sub-tenants (business units) can be configured (IaaS, PaaS, and SaaS) so that a subset of the entire catalog, or the entire catalog, can be made available to specific tenants. Likewise, the provisioning portal can be customized to highlight specific workloads and provide customized monitoring of those workloads. Virtustream's xStream solution allows for customizing the images, menu options, links, email addresses, content of auto-generated emails. You can display up to 3 Links in the header, show 4 different branded images, and specify the email addresses used for the emails sent by the system during provisioning and other related tasks. All these tasks are described in detail in the "CSP Customization Guide" which is available upon request.	✓	✓	✓
ViON Community Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The customization of Azure in the community cloud solution comes in the form of managed access. Once a customer tenant (purchasing entity) is established, customization of available offerings for sub-tenants (business units) can be configured (IaaS, PaaS, and SaaS) so that a subset of the entire catalog, or the entire catalog, can be made available to specific tenants. Likewise, the provisioning portal can be customized to highlight specific workloads and provide customized monitoring of those workloads. Virtustream's xStream solution allows for customizing the images, menu options, links, email addresses, content of auto-generated emails. You can display up to 3 Links in the header, show 4 different branded images, and specify the email addresses used for the emails sent by the system during provisioning and other related tasks. All	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	these tasks are described in detail in the "CSP Customization Guide" which is available upon request.			
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Marketing Plan [8.19(E)]

ViON fully understands that marketing plays an important role on the Cloud Solutions contract. ViON has an established Marketing team of experienced individuals who handle the marketing of all of our contracts and solutions. We intend to market to NASPO ValuePoint and Participating Entities utilizing well-established marketing channels to educate and inform the state and local government agencies, departments and institutions of this program, its value, and ease of use. ViON will market our solutions to NASPO ValuePoint and Participating Entities through the following channels:

Website: www.vion.com, www.vionmarketplace.com

Social Media: LinkedIn and Twitter

Email: Educational collateral

Webcast: Educational webcasts on various technology solutions

Trade Shows: Educational collateral at events

Related Value-Added Services to Cloud Solutions [8.20(E)]

ViON has several value-added services that can be provided to a Purchasing Entity as part of an awarded contract. We can provide the Purchasing Entity with several services within Professional, Managed, and Support Services.

Professional Services

The Purchasing Entity will have unrestricted access to ViON's Professional Services teams. This includes infrastructure assessments, consulting engagements, bandwidth and data analysis, on-site and remote residents, and IT transformational services. These services can help the Participating Entity reduce risk by providing sound business and technical insights that will help them make the right technology decisions. We offer several Cloud related professional services as seen in Figure 14:

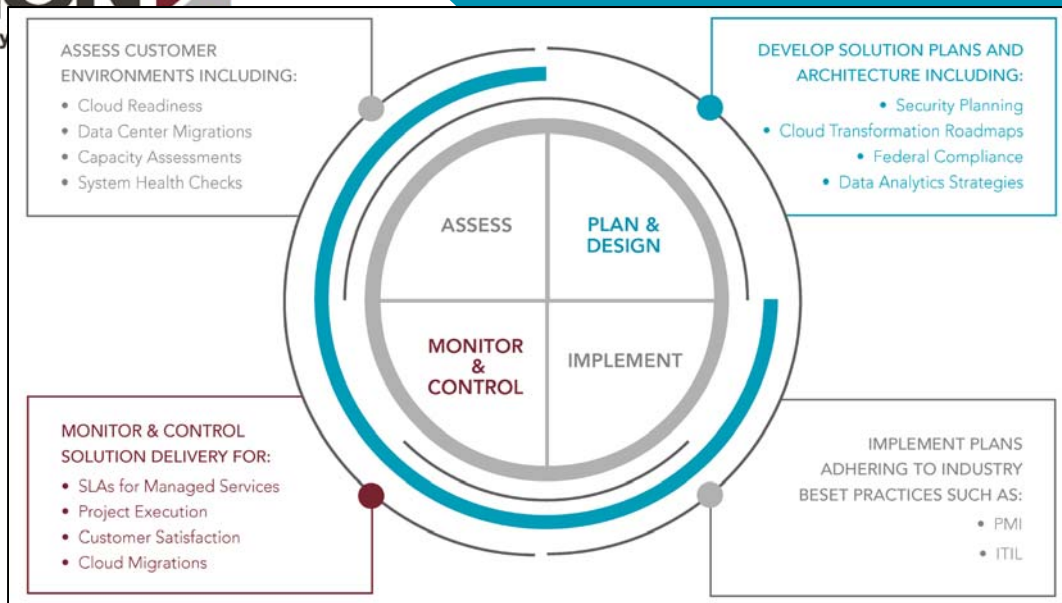


Figure 19 - ViON Professional Service Offerings

ViON's Professional Services team is comprised of experienced consultants with technical expertise in integrating and onboarding all our IT solutions. They receive the highest level of training and industry standard certifications. Some of our engineers have full scope polygraph clearances and approximately 90% have DoD Top Secret/SCI clearances.

ViON Managed Services

As part of an awarded contract, the Purchasing Entity will have unrestricted access to our Managed Services teams. Our Managed Services teams will help the Purchasing Entity by removing the burden of managing their IT infrastructure. They assume the responsibility of infrastructure management to help the Participating Entity save money, optimize operations and gain efficiencies, and provide focused expertise on-premises via remote service.

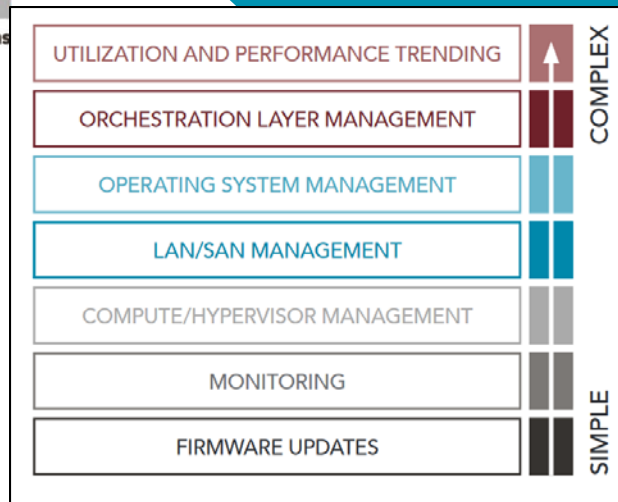


Figure 20 - ViON Managed Services

ViON's Managed Services incorporate ViON's staff, tools, and methodologies to help the Participating Entity maximize their return on our Cloud solution. Additionally, these highly trained professionals will help the Participating Entity improve operational efficiency and increase performance.

ViON Support Services

ViON offers the Participating Entity 24x7x365 support from two support and operation centers located in Herndon, VA and Ogden, UT. These centers are staffed with fully cleared advanced engineers. We offer one number to call for support across all solutions, 24x7x365 Live, US-Based, cleared resources, and flexible onsite response time SLA's. Our support teams utilize ITIL based incident and problem management methodologies.

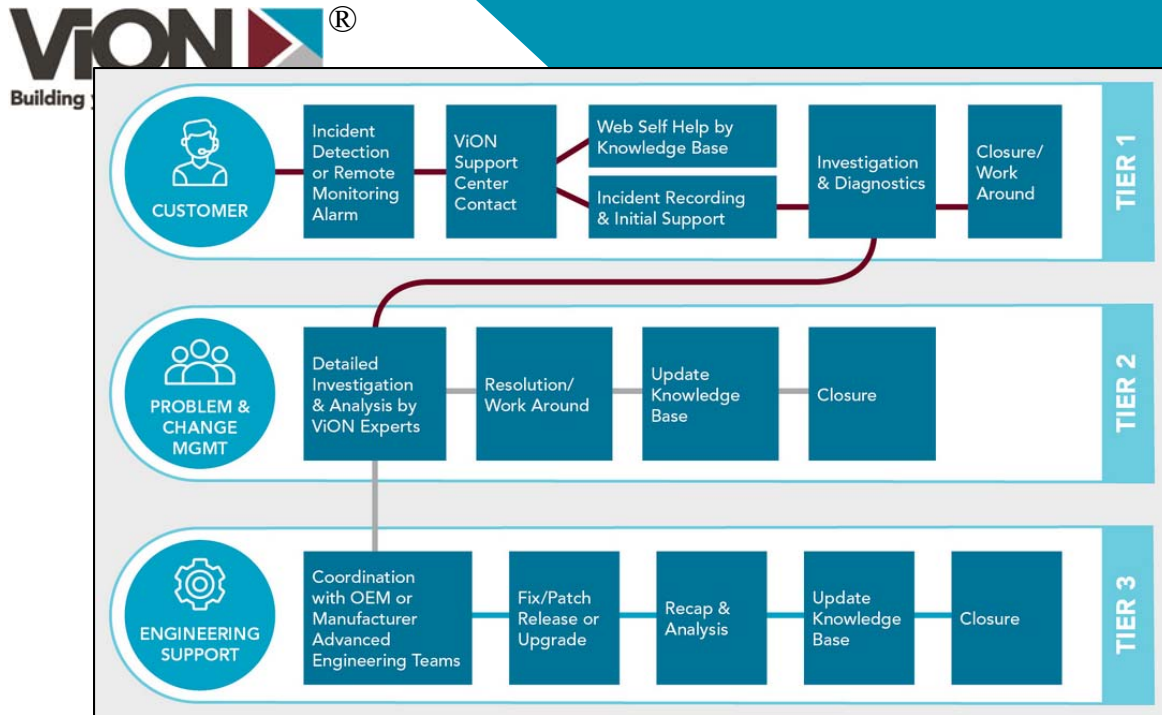


Figure 21 - ViON's 3-Tiered Support Model

ViON will provide the Participating Entity with high-level problem resolutions via a comprehensive 3-tiered support model that leverages our technical expertise and partnerships. This system helps guide the process to ensure problems are resolved efficiently and effectively.

ViON Cloud Services Portal

ViON offers the Participating Entity the ViON Cloud Services Portal (VCSP). The VCSP provides the Participating Entity an automated system to order new services; order changes to existing services; access report data and reporting capabilities; as well as access to ViON's ITIL-based Service Delivery software to view asset data, service history, and Service Level Agreement (SLA) performance as measured against contractually established SLA standards.



Figure 22 - ViON Cloud Services Portal

The VCSP is housed in a secure data center and offers a web-accessible user interface for call order processing. The VCSP uses a robust role-based identity management coupled with Microsoft Active Directory authentication to ensure the safeguarding of individual customer data while defining which users have access and permissions to perform specific functions within the system. This role-based access allows for a tailored, automated single step or multi-step ordering and approval processes to support our customers' requirements approval and/or ordering process. The VCSP is comprised of 4 software platforms integrated to provide our customers with access to a "cloud-like" experience facilitating access to both public cloud and ViON's On-Premise, As-a-Service (aaS) ecosystems. The Ensim software facilitates ordering, provisioning, and billing, as well as a customizable MarketPlace with access to ViON's extensive Data Center as-a-Service (DCaaS) portfolio.

Tibco's JasperSoft Reporting Suite facilitates reporting of data collected during the ordering, approval and provisioning process. ManageEngine Service Desk Plus MSP software provides our ITIL-based service management functionality and Microsoft SharePoint is our document repository. VCSP is an ordering tool which has been designed to support ViON'saaS ordering process and methodology.

The functions and features within VCSP are designed to support ViON and the Participating Entity by providing access to our large portfolio of IT as-a-Service solutions, while providing governance to the ordering and delivery process for both public cloud and private As-a-Service ecosystems as well as the ability to provide a single integrated billing.



Figure 23 - ViON Marketplace

Supporting Infrastructure [8.22(E)]

Infrastructure Required to Support Solutions or Deployment Models [RFP 8.22.1]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	To support the ViON Private Cloud the Purchasing Entity should have available floor space, power, and cooling capacity in a data center that can cover up to 4 full height 42u industry standard racks. There should also be access to the core network switching environment located in conjunction with this 4-rack space. The connections can be 10G or 1G connections with the 10G connections preferred.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The only infrastructure required to support our public cloud solutions is a connection to the internet. Depending on the need and requirement it may necessitate the purchase of separate routing and VPN appliance to ensure dedicated connectivity to the cloud. Cross-connections with a customer connectivity provider may be available as well reducing the need for additional configuration or installation of new on-premise routing and VPN hardware.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
	The only infrastructure required to support our public cloud solutions is a connection to the internet. Depending on the need and requirement it may necessitate the purchase of separate routing and VPN appliance to ensure dedicated connectivity to the cloud. Cross-connections with a customer connectivity provider may be available as well reducing the need for additional configuration or installation of new on-premise routing and VPN hardware.	✓	✓	✓
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud. ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public, and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored to the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

Installation of New Infrastructure ^[RFP 8.22.2]

Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Private Cloud	The customer is responsible for the available infrastructure on premise for connectivity to the public cloud solution, or for installation of the private cloud solution. If the customer does not have staff to manage or the installation is being done at a co-location facility where the customer does not have staff, ViON can manage and be responsible for the completion of connectivity and installation of infrastructure for additional project management fees and time and materials.	✓	✓	✓
ViON Public Cloud	ViON Public Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The customer is responsible for the available infrastructure on premise for connectivity to the public cloud solution, or for installation of the private cloud solution. If the customer does not have staff to manage or the installation is being done at a co-location facility where the customer does not have staff, ViON can manage and be responsible for the completion of connectivity and installation of infrastructure for additional project management fees and time and materials.	✓	✓	✓
ViON Community Cloud	ViON Community Cloud solutions are offered in partnership with Microsoft Azure and Virtustream. The customer is responsible for the available infrastructure on premise for connectivity to the public cloud solution, or for installation of the private cloud solution. If the customer does not have staff to manage or the installation is being done at a co-location facility where the customer does not have staff, ViON can manage and be responsible for the completion of connectivity and installation of infrastructure for additional project management fees and time and materials.	✓	✓	✓



Solution	Detailed Response	IaaS	PaaS	SaaS
ViON Hybrid Cloud	ViON Hybrid Cloud solutions are offered in partnership with Microsoft Azure and Virtustream and integrated with ViON Private Cloud.	✓	✓	✓
	ViON integrates solution ingredients from our Private Cloud Solutions, ViON Azure Public, and Community Cloud, and ViON Virtustream Public and Community Cloud, to build the optimum Hybrid Cloud Solution tailored for the customer business requirement. As such, all the approaches discussed above in Private, Public, and Community cloud apply to ViON Hybrid Cloud solutions.	✓	✓	✓

ATTACHMENT E - Service Offering EULAs, SLAs, Etc.

<https://www.microsoft.com/en-us/licensing/product-licensing/products>

Product Terms

March 1, 2019

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Introduction

About this Document

Beginning July 1, 2015, the Product Terms replaces both the Product List and the Product Use Rights (PUR) documents. All references to the Product List and PUR in Customer's volume licensing agreements refer to the applicable sections of the Product Terms. The Product Terms describe the availability of Products and Professional Services through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for Software Products (previously conveyed through the PUR). Terms of service for the Online Services referenced in this document are published in the Online Services Terms (OST) at <http://go.microsoft.com/?linkid=9840733>.

Products listed in the Product Terms are available as of the date on the Product Terms [Cover Page](#). Earlier versions of the Product Terms are available on <http://go.microsoft.com/?linkid=9839207>, including earlier versions of the Product List and PUR documents. Information on discontinued Microsoft products and services is available on <http://www.microsoftvolumelicensing.com>. Customers should contact their reseller or Microsoft account manager for information pertaining to regional availability of Microsoft products and Professional Services.

What this Document contains

The Product Terms includes the following sections:

- [Introduction](#), which includes a list of recent changes.
- [License Terms](#), which list the Universal License Terms and License Model Terms that apply to Software Products.
- [Software Products](#), which list all Software Product Entries.
- [Online Services Products](#), which list all Online Services Product Entries.
- [Glossary](#), which defines Attributes, Cell Values, Column Headings and other capitalized terms used in the Product Terms.
- The following appendices:
 - [Appendix A – CAL/ML Equivalent Licenses Table](#), which identifies CAL suites and Online Services subscription Licenses available that provide access to Server Products.
 - [Appendix B – Software Assurance](#), which describes rules on purchasing SA and additional benefits available to SA customers.
 - [Appendix C - Online Services Add-ons & Other Transition Licenses](#), which describe the qualifying products and conditions for Online Services Add-ons and From SA USLs
 - [Appendix D – Professional Services](#), which lists the Professional Services offered through Microsoft Volume Licensing.
 - [Appendix E – Program Agreement Supplemental Terms](#), which provides additional terms for Microsoft Volume Licensing Program Agreements.
 - [Appendix F – Product Promotions](#), which lists Product promotions that are not otherwise on the Price List.
 - [Appendix G - Storage Array and Azure Data Box Terms](#), which provides additional terms for Storage Array and Azure Data Box devices.
 - [Appendix H - Student Use Benefits and Academic Programs](#), which lists the Qualifying Products and associated [Student Use Benefits](#).
- [Index](#), which lists all the Products referenced in the Product Terms and identifies where they are located.

How to Navigate a Product Entry

Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance.

Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

1. Program Availability identifies, for each Product, the offering type, point count (where applicable), and availability across volume licensing programs.

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	UV/UVS	EA/EAS	UVS-ES	EES
Windows MultiPoint Server 2012 Standard	12/12	5	8	3							A
Windows MultiPoint Server 2012 Premium	12/12	10	15	5							A

2. Product Conditions provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

2. Product Conditions

Prior Version: Visual Studio 2012 (8/12)	Product Pool: Applications	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All except MSDN OS	Transition Eligible: N/A	True Up Eligible: N/A
UTD Discount: N/A		

2.1 License Grant for SQL Server Parallel Data Warehouse Developer
The Licensed Users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Premium 2015 with MSDN, and Visual Studio Test Professional 2013 with MSDN are deemed to have one license for SQL Server 2012 Parallel Data Warehouse Developer.

Hovering a cursor over blue text displays additional information

A gray cell means the attribute does not apply to the Product(s) listed in 1. Program Availability

3. Use Rights identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry. Terms for Online Services are in the OST.

3. Use Rights

License Terms: Universal Servers/CAL	Product-Specific License Terms: N/A	Additional Software: All
Client Access Requirement: All	External User Access Requirement: CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Project Server 2013 CAL	Project Online User SL

Blue underline text is a "hyperlink" redirecting to more details

Server Software Access table identifies the licenses needed to access the Servers or manage devices using the Products listed in 1. Program Availability

4. Software Assurance identifies terms and conditions associated with SA coverage.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: All (except Developer and Parallel Data Warehouse)
License Mobility: All (except Developer and Parallel Data Warehouse)	Migration Rights: Product List – March 2014 and March 2015	Roaming Use Rights: N/A
Self Hosting: All (except Developer)		

4.1 SQL Server 2014 Enterprise Core – Unlimited Virtualization
Customer may run any number of instances of the server software in any number of OSEs on any Licensed Software on all of its core licenses for the Server.

Identifies where information on migration paths from one version of software to another version is located

Clarifications and Summary of Changes to this Document

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

Additions	Deletions
Visual Studio Professional 2019	Visual Studio Professional 2017
Visual Studio Professional 2019 Subscription	Visual Studio Professional 2017 Subscription
Visual Studio Enterprise 2019 Subscription	Visual Studio Enterprise 2017 Subscription
Visual Studio Test Professional 2019 Subscription	Visual Studio Test Professional 2017 Subscription
Azure DevOps Server 2019 with SQL Server 2017 Technology	Visual Studio Team Foundation Server 2018 with SQL Server 2017 Technology
Azure DevOps Server 2019 (Device and User)	Visual Studio Team Foundation Server 2018 CAL (Device and User)
System Center 2019 Datacenter Server Management License (2-packs of Core Licenses)	System Center 2016 Datacenter Server Management License (2-packs of Core Licenses)
System Center 2019 Datacenter Server Management License (16-packs of Core Licenses)	System Center 2016 Datacenter Server Management License (16-packs of Core Licenses)
System Center 2019 Standard Server Management License (2-packs of Core Licenses)	System Center 2016 Standard Server Management License (2-packs of Core Licenses)
System Center 2019 Standard Server Management License (16-packs of Core Licenses)	System Center 2016 Standard Server Management License (16-packs of Core Licenses)
System Center 2019 Data Protection Manager per OSE (Client ML)	System Center 2016 Data Protection Manager per OSE (Client ML)
System Center 2019 Data Protection Manager per User (Client ML)	System Center 2016 Data Protection Manager per User (Client ML)
System Center 2019 Operations Manager per OSE (Client ML)	System Center 2016 Operations Manager per OSE (Client ML)
System Center 2019 Operations Manager per User (Client ML)	System Center 2016 Operations Manager per User (Client ML)
System Center 2019 Orchestrator per OSE (Client ML)	System Center 2016 Orchestrator per OSE (Client ML)
System Center 2019 Orchestrator per User (Client ML)	System Center 2016 Orchestrator per User (Client ML)
System Center 2019 Service Manager per OSE (Client ML)	System Center 2016 Service Manager per OSE (Client ML)
System Center 2019 Service Manager per User (Client ML)	System Center 2016 Service Manager per User (Client ML)

Software

[Core Infrastructure Server \(CIS\) Suite](#): Updated the Self Hosting cell in the Software Assurance table to “All editions” to clarify that CIS Suites are eligible for the Self Hosting Software Assurance Benefit.

Glossary

[Definitions](#): Updated definition of External User for clarity.

Appendix B – Software Assurance

[Extended Security Updates](#): Added new section covering the acquisition and use of Extended Security Updates.

Appendix C – Add-ons & Other Transition Licenses

[Add-ons](#): Added Exchange Online Kiosk to the list of products that are Qualifying Licenses for the Multi-Geo Capabilities in Office 365 Add-on.

Appendix G – Storage Array and Azure Data Box Terms

[Azure Data Box Hardware Terms](#): Updated terms to support new offerings, including Azure Data Box Edge.

[Table of Contents](#) / [Glossary](#) / [Index](#)

License Terms

All instances of the “Use Rights” in Customer’s volume licensing agreement refer to the terms identified in the “Use Rights” section of each Product Entry. For each Product, this includes the Universal License Terms, applicable License Model Terms and any Product-Specific License Terms in the Product Entry.

For Online Services, references to “Use Rights” in Customer’s volume licensing agreement refer to the OST. If a software Product includes both software and online services, the online services will be governed by the terms in the OST and all the software will be governed by these License Terms.

Universal License Terms

Universal License Terms apply to all software Products licensed through Microsoft Volume Licensing (except where specifically noted in the License Model Terms and/or the Product-Specific License Terms).

1. Definitions

Terms used in the Product Terms but not defined in the [Glossary](#) will have the definition provided in Customer’s volume licensing agreement.

2. Customer’s Use Rights

If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a [License](#) for each Product and separately licensed functionality used on a device or by a user.

3. Rights to Use Other Versions and Lower Editions

For any permitted copy or [Instance](#), Customer may create, store, install, run or access in place of the version licensed, a copy or [Instance](#) of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. Licenses for prior versions and lower editions do not satisfy the licensing requirements for a Product.

4. Third Party Software

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

5. Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

6. Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one [OSE](#) under a single License (even if the OSEs are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

7. Software Assurance

SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the [License](#), unless otherwise noted in the benefit description.

8. Outsourcing Software Management

Customer may install and use licensed copies of the software on [Servers](#) and other devices that are under the day-to-day management and control of third parties, provided all such Servers and other devices are and remain fully dedicated to Customer’s use. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

9. License Assignment and Reassignment

Before Customer uses software under a [License](#), it must assign that [License](#) to a device or user, as appropriate. Customer may reassign a [License](#) to another device or user, but not less than 90 days since the last reassignment of that same [License](#), unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user’s employment or contract or (iii) temporary reallocation of [CALs](#), [Client Management Licenses](#) and user or device [SLs](#) to cover a user’s absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying [License](#). Additional terms apply to the reassignment of Windows desktop operating system per device licenses, as detailed in the [Windows Product Entry](#).

10. Technical Measures

Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

10.1 Activation and validation

Customer shall use the appropriate product key provided by Microsoft for activation and validation of the software Product being installed by the Customer. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK) or Azure AD-based Activation. Customer may not circumvent activation or validation.

10.2 Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

11. Notices

Where indicated in the Use Rights section of each Product Entry, the following notices apply:

11.1 Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the Microsoft Privacy Statement (aka.ms/privacy).

11.2 Bing Maps

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

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

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

11.4 Malware protection

Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

12. Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a [Licensed Device](#) and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

13. Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

14. Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any [Server](#) Product or Microsoft Desktop Optimization Pack.

15. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required [Licenses](#).

16. Administrative and Support Rights

Customer may allow access to server software running in any permitted [OSE](#) by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to [Licensed Users](#) or on [Licensed Devices](#).

17. Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute “Distributable Code”. The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer’s use of Distributable Code.

17.1 Right to Use and Distribute

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

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as “Silverlight Libraries”, Silverlight “Client Libraries” and Silverlight “Server Libraries”.
- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as “sample”, “template”, “simple styles” and “sketch styles.”
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

17.2 Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer’s programs, where Customer’s programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer’s volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of Customer’s programs, except to the extent that any claim is based solely on the Distributable Code included in Customer’s programs.

17.3 Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in Customer’s programs’ names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

18. Software Plus Services

Microsoft may provide services with Products 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. Customer may not use the services in any way that could harm them or impair anyone else’s use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

19. Processing of Personal Data; GDPR

To the extent Microsoft is a processor or subprocessor of personal data in connection with a software Product, Microsoft makes to all customers, effective May 25, 2018, the commitments in (a) in the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the [Online Services Terms](#) and (b) in the European Union General Data Protection Regulation Terms in Attachment 4 of the [Online Services Terms](#).

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License Model Terms

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

1. Desktop Applications

Device License

1. Customer may install any number of copies of the software on a [Licensed Device](#) and on any [Server](#) dedicated to Customer's use for each [License](#) it acquires.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the [Primary User](#) of the [Licensed Device](#).
3. Any number of users may use the software running on a [Licensed Device](#), but only one user may access and use the software at a time.
4. Remote use of the software running on a [Licensed Device](#) is permitted for the [Primary User](#) from any device or for any other user from another [Licensed Device](#).
5. Remote use of the software running on a [Server](#) dedicated to Customer's use is permitted for any user from a [Licensed Device](#).

Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

2. Desktop Operating Systems

Device License

1. Customer may install one copy of the software on a [Licensed Device](#) or within a local virtual hardware system on a [Licensed Device](#) for each [License](#) it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the [Primary User](#) of the [Licensed Device](#) and for any other user from another [Licensed Device](#) or a Windows VDA [Licensed Device](#).
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the [Licensed Device](#) for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

3. Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server](#) licenses as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#).
3. Datacenter edition permits use of the server software in any number of [OSEs](#) on the [Licensed Server](#).
4. Standard edition:
 - Standard edition permits use of the server software in two [OSEs](#) on the [Licensed Server](#).
 - Standard edition permits use of one [Running Instance](#) of the server software in the [Physical OSE](#) on the [Licensed Server](#) (in addition to two [Virtual OSEs](#)), if the [Physical OSE](#) is used solely to host and manage the [Virtual OSEs](#).
 - Customer may assign additional Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in 2 above and use the server software in two additional [OSEs](#) on the [Licensed Server](#).
5. As long as the total numbers of [Licenses](#) and [Physical Cores](#) remains the same, [License](#) reassignment is permitted any time Customer repartitions a single piece of hardware.

- As a one-time alternative to assigning base [CALs](#) per user or per device, a number of base [CALs](#) may be dedicated to an [Instance](#) of the server software on a single [Server](#) (per server mode) to permit up to the same number of users or devices to concurrently access that [Instance](#).

Access Licenses

- Except as described here and noted in the [Product-Specific License Terms](#), all server software access requires [CALs](#) or [CAL Equivalent Licenses](#).
- [CALs](#) are not required for access by another [Licensed Server](#).
- [CALs](#) are not required to access server software running a [Web Workload](#) or [HPC Workload](#).
- [CALs](#) are not required for access in a [Physical OSE](#) used solely for hosting and managing [Virtual OSEs](#).

4. Server/CAL

Server Licenses (per Instance)

Customer may use one [Running Instance](#) of server software in either a [Physical OSE](#) or [Virtual OSE](#) on a [Licensed Server](#) for each [License](#) it acquires.

Access Licenses

- Except as described here and noted in the [Product-Specific License Terms](#), all server software access requires [CALs](#) or [CAL Equivalent Licenses](#).
- [CALs](#) are not required for access by another [Licensed Server](#).

5. Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by [Physical Core](#) on a [Server](#) or Licensing by Individual [Virtual OSE](#). The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

- Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four [Licenses](#) per Physical Processor.
- For Enterprise edition, Customer may use any number of [Running Instances](#) of the server software on the [Licensed Server](#) in a number of [Physical OSEs](#) and/or [Virtual OSEs](#) equal to the number of licenses assigned to it.
- For each additional Enterprise edition [License](#) that Customer assigns beyond the number of [Licenses](#) required under paragraph 2 above, it may use of the server software in one additional [OSE](#) on the [Licensed Server](#).
- For other editions, Customer may use any number of [Running Instances](#) of the server software only in the [Physical OSE](#) on the [Licensed Server](#).

Server Licenses (per core) – Licensing by Individual Virtual OSE

- Customer may use any number of [Running Instances](#) of the server software in any [Virtual OSE](#) on the [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of four [Licenses](#) per [Virtual OSE](#).
- If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs a License for each [Hardware Thread](#) to which it is mapped.

9. Management Servers

Management Licenses

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

- Customer may use the software on any [Server](#) dedicated to its use to [Manage OSEs](#) on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#).
- Datacenter edition permits use of the server software to Manage any number of [OSEs](#) on the [Licensed Server](#).
- Standard edition:
 - Standard edition permits use of the software to Manage up to two [OSEs](#) on the [Licensed Server](#).
 - Standard edition permits Management of the [Physical OSE](#) on the [Licensed Server](#) (in addition to two [Virtual OSEs](#)), if the [Physical OSE](#) is used solely to host and Manage [Virtual OSEs](#).

- Customer may assign additional Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in 2 above and Manage two additional [OSEs](#).
- 5. [OSEs](#) running [Server](#) operating systems require Server [Management Licenses](#).

Client Management Licenses (per OSE or user)

1. Customer may use the software to Manage an [OSE](#) on a [Licensed Device](#) or [OSEs](#) on devices used by a [Licensed User](#) for each Client Management License it acquires.
2. [OSEs](#) running operating systems other than [Server](#) operating systems require Client Management Licenses or [Management License Equivalent Licenses](#).
3. The number of Client Management Licenses required depends on [License](#) type (per [OSE](#) or user) assigned.
4. Management of an [OSE](#) accessed by more than one user requires an [OSE](#) Client Management License or a User Client Management License for each user.

Management Licenses are not required for:

1. [OSEs](#) in which there are no [Running Instances](#) of software;
2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of [OSEs](#) from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

10. Specialty Servers

Server Licenses (per Instance)

Customer may use one [Running Instance](#) of server software in either a [Physical OSE](#) or [Virtual OSE](#) on a [Licensed Server](#) for each [Server](#) License it acquires.

11. Developer Tools

User Licenses

1. One [Licensed User](#) may use any number of copies of the software and any prior version on any device dedicated to Customer's use for each User License it acquires.
2. [Licensed Users](#) may use the software for evaluation and to develop, test, and demonstrate Customer's programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to its programs.
3. The software is not licensed for use in a [Production Environment](#).

Additional License Terms for Visual Studio Subscriptions

In addition to the rights in the License Model Terms, Customer may allocate a Visual Studio Subscription for each [License](#) it acquires. For Visual Studio Subscriptions, the "Software" means software made available to Customer's subscription level via Visual Studio Subscription Subscriber Downloads. Any online service made available with Customer's Visual Studio Subscription may not be used in a [Production Environment](#).

Running the Software on Microsoft Azure Services

1. The [Licensed User](#) may run the Software on Microsoft Azure Services during the term of its Visual Studio Subscription.
2. The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
3. The Developer Tools License Model Terms apply to the use of the Software and Azure Dev/Test offers, except that the [Licensed User](#) may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Services.

Additional Requirements

To run Software on Microsoft Azure Services Customer must activate its Visual Studio Subscription by linking its Microsoft account to the Visual Studio Subscription.

Acceptance Testing and Feedback

Customer's end users may access the Software, and online services made available with Customer's Visual Studio Subscription, to perform acceptance tests or to provide feedback on its programs.

Windows Server 2016 Remote Desktop Services

Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of Customer's programs.

Windows Embedded Product

Each Windows Embedded Product is licensed under the terms that come with it, including any Microsoft obligations related to defense of infringement and misappropriation claims. These terms replace the corresponding terms in Customer's volume licensing agreement. Each [Licensed User](#) may install and use an unlimited number of copies of the licensed Windows Embedded Product.

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Software

Advanced Threat Analytics

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	A,ST
Advanced Threat Analytics 2016 Client Management License per User	8/15		2	1				P	A	A	

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

2.2 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase Advanced Threat Analytics 2016 Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 Management License

Client Management License	Advanced Threat Analytics 2016 (User or OSE ML) Microsoft 365 F1 (User SL)	Azure Advanced Threat Protection for Users (User SL) Management License Equivalent License (refer to Appendix A)

3.2 Usage Requiring a Management License

[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.

3.3 Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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BizTalk

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
BizTalk Server 2016 Branch Edition	12/16	25	38	13	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Branch IDC	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Standard Edition IDC	12/16										

2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (6/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): All (except Branch IDC)	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 BizTalk Server Branch and Standard Edition

3.1.1 Use Limitation

Customer may not use the server software on a [Server](#) that is part of a networked cluster or in an [OSE](#) that is part of a networked cluster of [OSEs](#) on the same [Server](#).

3.1.2 Office Web Component

Customer may use the Office Web Component only to view and print copies of static documents, text and images created with the software. Customer does not need separate licenses for copies of the component.

3.2 BizTalk Server Branch Edition

Customer may [Run Instances](#) of the software on [Licensed Servers](#) only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the [Licensed Server](#) may not:

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

3.3 Additional Software

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions	Migration Rights: Product List - December 2014	Roaming Rights: N/A
Self Hosting: All editions (except Branch)	SA Equivalent Rights: N/A	

4.1 Biz Talk Server 2016 Enterprise – Unlimited Virtualization

Customer may run any number of [Instances](#) of the server software in any number of [OSEs](#) on any [Licensed Server](#) for which it has full SA coverage on all of its [Server](#) (per core) [Licenses](#).

4.2 Biz Talk Server Feature Packs

Customer is eligible to use Feature Packs released during the term of its SA coverage.

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CAL Suites

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core CAL Suite (Device and User)		(1)	2	1				E, P	E	ED	AP,SD,S
Core CAL Suite Bridge for Office 365 (User SL)								P	E		
Core CAL Suite Bridge for Office 365 From SA (User SL)									E		
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)								P	E		
Enterprise CAL Suite (Device and User)		(2)	8	2				E, P	E	ED	AP,SD,S
Enterprise CAL Suite Bridge for Office 365 (User SL)								P	E		
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)									E		
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)									E		
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)								P	E		
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)									E		

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: CAL Suite Bridge Section 2.3	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		Add-ons and From SA: See Appendix C

2.1 Process to Determine Applicable Use Rights for CAL Suites

A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

2.2 Components of CAL Suite

Refer to [Appendix A](#), CAL/Management License Equivalent Licenses chart for the current components of the Core CAL Suite and the Enterprise CAL Suite.

2.3 CAL Suite Bridge

A CAL Suite Bridge is an Enterprise Product and may only be acquired to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365	Enterprise CAL Suite	Office 365 Enterprise E3, or

		Office 365 Enterprise E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

2.4 Student Only CALs (Academic Open License and Academic Select)

Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are not for use in labs or classrooms.

3. Use Rights

License Terms: Universal ; Server/CAL , Per Core/CAL , Management Server	Product-Specific License Terms: N/A	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

3.1.1 Exchange Online Archiving for Exchange Server A

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-Wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-Wide count and Student count.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 (Forefront Unified Access Gateway 2010)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Extended Use Rights for Microsoft 365 Customers

Qualifying customers licensed for Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides have the same access to Exchange Online Archiving for Exchange Server as the Enterprise CAL Suite provided. "Qualifying Customers" are Enterprise Enrollment, Enterprise Subscription Enrollment, or Enrollment for Education Solutions customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

4.2 Online Services Included with Enterprise CAL Suite

Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection.

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Core Infrastructure Server (CIS) Suite

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)			3	2	OM			OM, P	A, SP	A	A
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)			13	8	OM			OM, P	A,SP	A	A
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)			23	8	OM				A,SP	A	A
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)			113	38	OM				A,SP	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

2.2 Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's SA coverage.

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Applicable Use Rights

Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each [Server](#) on which Customer runs CIS Suite software, the number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#). Customer may assign additional CIS Suite Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in the prior sentence and run the server software in two additional [OSEs](#) and Manage two additional [OSEs](#) on the [Licensed Server](#).

3.2 Server License and Management License Assignment

For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the [Licensed Server](#) Windows Server and System Center Licenses equal to the number of CIS Suite [Licenses](#) assigned to the [Server](#).

3.3 Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign [External Connector Licenses](#), [CALs](#) and [Management Licenses](#) to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 , Product Terms - October and December 2016	Roaming Rights: N/A
Self Hosting: All Editions	SA Equivalent Rights: Yes	

4.1 Microsoft Azure Hybrid Benefit for Windows Server

Refer to [Section 8. Microsoft Azure Hybrid Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Semi-Annual Channel Releases

Customers with active SA on CIS Suite Standard or Datacenter [Licenses](#), and on Windows Server Base Access Licenses and Windows Server Additive Access Licenses (as appropriate) may install, use, and Manage Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

4.3 System Center Configuration Manager Current Branch Rights

Customers with active SA on CIS Suite Standard or Datacenter [Licenses](#) may install and use the Current Branch option of System Center Configuration Manager.

4.4 Software Assurance Rights and Benefits for Subscription Licenses

Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as [Licenses](#) with SA coverage.

4.5 Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft Azure under CIS Suite Licenses

SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage OSEs in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying Virtual OSEs running within Microsoft Azure. For every 16 CIS Suite core Licenses or each CIS Suite processor License covered by a customer's SCE, the customer may manage up to 10 qualifying Virtual OSEs running within Microsoft Azure. Qualifying Virtual OSEs include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

4.6 Software Assurance Renewal Offer for Windows Server and System Center

Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-packs of Core Licenses) System Center Standard (2-packs of Core Licenses)	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)
Windows Server Datacenter (2-packs of Core Licenses) System Center Datacenter (2-packs of Core Licenses)	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

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Forefront

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Forefront Identity Manager 2010 R2 - Windows Live Edition	5/12	25	38	13						A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 - Windows Live Edition (4/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Forefront Identity Manager 2010 – Windows Live Edition

Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition.

3. Use Rights

License Terms: Universal ; Specialty Server	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Importing identity data: Forefront Identity Manager 2010 R2 Windows Live Edition

Customer may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between Customer's connected data sources and the Microsoft Passport Network / Windows Live ID service. Customer may not use the software for any other purpose.

3.2 Additional Software

Client Software		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A

Self Hosting: N/A	SA Equivalent Rights: N/A	

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Microsoft Dynamics 365 On-premises

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Dynamics 365 for Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 for Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 for Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 for Operations On-premises CAL (User)	6/17	(50)							A		A
Dynamics 365 for Operations Activity On-premises CAL (User)	6/17	(15)							A		A
Dynamics 365 for Operations Device On-premises CAL (Device)	6/17	(10)							A		A
Dynamics 365 for Operations Server	6/17	(50)							A		A

2. Product Conditions

Prior Version: Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Sales and Customer Service CALs, except for (i) Customer's or its Affiliates' contractors or agents; (ii) access through Dynamics 365 Clients; or (iii) Licensed with Operations Server	Included Technologies: N/A
Notices: Internet-based Features , Bing Maps		

3.1 Dynamics 365 for Team Members On-premises CAL Server Software Access

Access to server software for Team Members' use, except that Device CALs do not include access to operations functionality.

Access License	Dynamics 365 for Team Members On-premises CAL (Device and User)	Dynamics 365 for Team Members (User SL)

3.2 Dynamics 365 for Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Dynamics 365 for Sales On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Dynamics 365 for Sales (User SL)

3.3 Dynamics 365 for Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Dynamics 365 for Customer Service On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Dynamics 365 for Customer Service (User SL)

3.4 Dynamics 365 for Operations On-premises CAL Server Software Access

Access to server software for Operations use.

Access License	Dynamics 365 for Operations On-premises CAL (User)	CAL Equivalent License (see Appendix A)

3.5 Dynamics 365 for Operations Activity On-premises CAL Server Software Access

Access to server software for Operations Activity use.

Access License	Dynamics 365 for Operations Activity On-premises CAL (User)	Dynamics 365 for Operations Activity (User SL)

3.6 Dynamics 365 for Operations Device On-premises CAL Server Software Access

Access to server software for Operations Device use.

Access License	Dynamics 365 for Operations Device On-premises CAL (Device)	Dynamics 365 for Operations Device (User SL)

3.7 Use rights for Dynamics 365 for Operations Servers

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

3.8 Use rights for Dynamics 365 On-Premises

3.8.1 Server Use Rights for Dynamics 365 CALs

Customers with Dynamics 365 CALs may install and use any number of copies of the corresponding Dynamics 365 Server software on a server dedicated to Customer's use. This right does not apply to Dynamics 365 for Operations Server.

3.8.2 Eligibility for Qualified Offers

Customers renewing an agreement with Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

3.6 Additional Software

MarketingPilot Connector for Dynamics CRM (Workgroup Server 2016 only)	Dynamics CRM 2016 Best Practices Analyzer	Dynamics CRM 2016 Microsoft Office Outlook
Dynamics CRM 2016 Multilingual User Interface (MUI)	Dynamics CRM 2016 Report Authoring Extensions	Dynamics CRM Reporting Extensions for Dynamics CRM 2016
Dynamics CRM for supported devices	Microsoft E-Mail Router and Rule Deployment Wizard for Dynamics CRM 2016	Dynamics Marketing Connector for Dynamics CRM (not Workgroup Server)
Microsoft SharePoint Grid for Dynamics CRM 2016		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Operations Server	Fail-Over Rights: Operations Server
License Mobility: Operations Server	Migration Rights: Product List - November 2014 and June 2015 ; Product Terms December 2016 ; Product Terms July 2017	Roaming Rights: N/A
Self Hosting: Operations Server	SA Equivalent Rights: N/A	

4.1 Dynamics 365 Server Rights

Customers with Dynamics 365 CALs and active SA may install and use any number of copies of the corresponding Dynamics 365 Server software on a network server or shared server. This right does not apply to Dynamics 365 for Operations Server.

4.2 Dynamics 365 for Operations Server Rights

Dynamics 365 for Operations Server may only be used by Customers that have active SA or equivalent license. Customers that allow SA or equivalent license to lapse must uninstall the server software. Customers that have perpetual rights may install the latest update of Dynamics AX 2012 R3 Server or Commerce Server software that is available at the time of lapse.

4.3 Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA or equivalent license for the [Licensed Servers](#) and [CALs](#).

4.4 Unified Service Desk (USD)

For each Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL for which Customer has SA, Customer may install and use USD on a [Licensed Device](#). The right to use USD is limited to the user or device to whom the qualifying [CAL](#) is assigned.

4.5 Dynamics CustomerSource

Dynamics 365 On-premises CAL customers with active SA have access to CustomerSource.

Microsoft Identity Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Identity Manager 2016 CAL (User)	8/15	1	2	1				P	A	A	AO,ST
Microsoft Identity Manager 2016 External Connector	8/15	125	188	63	OM			P	A	A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 R2 (5/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Additional Software

Client Software		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Applications

12. Office Desktop Applications

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Access 2019	9/18	1	2	1				P			
Excel 2019	9/18	1	2	1				P			
Office Standard 2019	9/18	2	3	1				P			
Office Professional Plus 2019	9/18	2(1)	4	2				E, P	E	ED	SD,ST
Office Home & Student 2013 RT Commercial Use	10/12	1	2	1							
Office Multi Language Pack 2013	10/12	1	2	1				P	A		
Outlook 2019	9/18	1	2	1				P			
PowerPoint 2019	9/18	1	2	1				P			
Project Standard 2019	9/18	2	4	2				P	A		
Project Professional 2019	9/18	4(1)	6	2				P	A	A	A, AO,ST
Publisher 2019	9/18	1	2	1				P			
Skype for Business 2019	9/18	1	2	1				P	A	A	A, AO,ST
Visio 2019 Standard	9/18	1	2	1				P	A	A	A, AO,ST

Visio 2019 Professional	9/18	2(1)	3	1				P	A	A	A, AO, ST
Word 2019	9/18	1	2	1				P			
Work at Home for Office Standard 2019	9/18	2							A		
Work at Home for Office Professional Plus 2019	9/18	2							A		

2. Product Conditions

Prior Version: Office 2016 and Office 2016 Applications (10/15)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		Add-ons and From SA: See Appendix C

2.1 Work at Home

A Work at Home License may be acquired for the Qualifying Products in the table below. The **Primary User** of the Qualifying Product may install and use the Work at Home software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

Qualifying Product(s)	Qualifying Work at Home License
Office Standard 2019	Work at Home for Office Standard 2019
Office Professional Plus 2019	Work at Home for Office Professional Plus 2019

2.2 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

2.3 Office Online Server

Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in the Office Online section [Appendix B](#) with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal ; Desktop Applications	Product-Specific License Terms: Office suites and Office Home & Student RT Commercial Use Rights	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies : Office Web Apps Server 2013 (Office suites only)
Notices: Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business), Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use Rights

The commercial use restriction for Office Home & Student 2013 RT is waived for:

- The **Primary User** of a **Licensed Device** running Office Professional Plus or Standard 2019/2016 or; and
- Office Home & Student 2013 RT installed on a device assigned an Office Professional Plus or Standard 2019/2016 or Office Home & Student 2013 RT Commercial Use license.

Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

3.2 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

3.2.1 Office 365 ProPlus Extended Use Rights

Provided an Institution has licensed Office Professional Plus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or an Enrollment for Education Solutions (pre 2017 versions), each Licensed User may use an Office subscription for the sole use of each **Licensed User** for the duration of the agreement. **Licenses** acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

3.2.2 Graduation Benefit

Institutions with an active Enrollment for Education Solutions may, at any time during the Enrollment term, transfer a Student's Office Professional Plus licenses to such Student when they become a Graduate. Institution must provide each such Graduate with a license

agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run Office Professional Plus becomes perpetual.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)	Roaming Rights: Office, Project and Visio
Self Hosting: N/A	SA Equivalent Rights: N/A	

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13. Office for Mac

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Excel 2019 for Mac	9/18	1	2	1				P			
Skype for Business for Mac 2019	9/18	1	2	1				P			
Office 2019 for Mac Standard	9/18	2(1)	3	1				P			
Outlook 2019 for Mac	9/18	1	2	1				P			
PowerPoint 2019 for Mac	9/18	1	2	1				P			
Word 2019 for Mac	9/18	1	2	1				P			
Work at Home for Mac 2019	9/18	2									

2. Product Conditions

Prior Version: Office for Mac 2016 and Office for Mac 2016 Applications (9/15)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Work at Home

A Work at Home [License](#) may be acquired for Office for Mac. The [Primary User](#) of the Office 2019 for Mac Standard software may install and use the Work at Home for Mac Office 2019 for Mac Standard software on one device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

2.2 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, then Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent [License](#) permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

2.3 Office Online Server

Customers purchasing Office 2016 for Mac Standard licenses before August 1, 2016 may use the editing functionality described in the [Office Online section of Appendix B](#) with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal ; Desktop Applications	Product-Specific License Terms: Office for Mac	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suite only)
Notices: Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use

The commercial use restriction for Office Home & Student 2013 RT is waived for the [Primary User](#) of a [Licensed Device](#) running Office 2019/2016 for Mac Standard. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Communicator for Mac 2010, Entourage for Mac 2008)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Servers

14. Exchange Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Server Enterprise 2019	10/18	50	75	25				P	A	A	A
Exchange Server Enterprise 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	AP,AF,ST
Exchange Server Standard 2019	10/18	10	15	5				P	A	A	A
Exchange Server Standard 2019 CAL (Device and User)	10/18	1	2	1				P		A	AP,AF,ST

2. Product Conditions

Prior Version: Exchange Server 2016 (10/15)	Product Pool: Server	Down Editions: Enterprise to Standard
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: N/A	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server (access to Additional Functionality requires both Base and Additive CALs)	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Exchange Server 2019 Standard CAL CAL Equivalent License (refer to Appendix A)	Exchange Online (Plan 1/1G/2/2A/2G) User SL

3.1.1 Additional Functionality Associated with Exchange Enterprise CAL

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

Additive Access License	Exchange Server 2019 Enterprise CAL CAL Equivalent License (refer to Appendix A)	Exchange Online (Plan 2/2A/2G) User SL

3.2 Additional Software

Exchange Management Tools		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A

License Mobility : All editions (server licenses only)	Migration Rights : Product List - June 2015 (External Connector)	Roaming Rights: N/A
Self Hosting : All editions	SA Equivalent Rights: N/A	

4.1 Exchange Enterprise CAL with Services 2019 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.

4.2 Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Standard 2019 or Exchange Server Enterprise 2019 may use the Exchange Online Voice Mail Service to access voice messages from Outlook. Use of this Online Service is subject to the OST

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15. Project Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Server 2019	10/18	50	75	25				P	A	A	A
Project Server 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	A

2. Product Conditions

Prior Version : Project Server 2016 (5/16)	Product Pool : Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA) : Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms : Universal ; Server/CAL	Product-Specific License Terms : N/A	Additional Software : Yes
Client Access Requirements : Yes	External User Access Requirements : CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Project Server 2019 CAL Project Online Professional User SL Project 2019 Professional	Project Online Essentials User SL Project Online Premium User SL

3.2 Additional Software

Software Development Kit		

4. Software Assurance

SA Benefits : Server	Disaster Recovery : Project Server	Fail-Over Rights: N/A
License Mobility : Server licenses only	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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16. SharePoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SharePoint Server 2019	10/18	50	75	25				P	A,SP	A	A
SharePoint Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AP,AF,ST
SharePoint Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AP,AF,ST

Attachment E

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2. Product Conditions

Prior Version: SharePoint Server 2016 (5/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: Yes	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 SharePoint Server 2019 Server Software Access

Base Access License	SharePoint Server 2019 Standard CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online (Plan 1/2) User SL

3.1.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2019 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; Data Loss Prevention; and Advanced Charting.

Additive Access License	SharePoint Server 2019 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online (Plan 2) User SL

3.2 CAL Waiver for Users Accessing Publicly Available Content

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

3.3 Additional Software

Software Development Kit		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: SharePoint Server and Office Audit and Control Management Server (server licenses only)	Migration Rights: Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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17. Skype for Business Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Server 2019	10/18	50	75	25				P	A	A	A
Skype for Business Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AP,AF,ST
Skype for Business Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AP,AF,ST
Skype for Business Server 2019 Plus CAL (Device and User)	10/18	1	2	1				P	A, E	A	A,ST
Skype for Business Plus CAL (User SL)							UC	P	A,UC		A,ST

2. Product Conditions

Prior Version: Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: H.264/MPEG-4 and/or VC-1		

3.1 Server Software Access

Base Access License	Skype for Business Server 2019 Standard CAL	Skype for Business Online (Plan 1/1G/1A/2/2G/2A) User SL
	CAL Equivalent License (refer to Appendix A)	

3.1.1 Additional Functionality Associated with Skype for Business Server Enterprise CAL

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

Additive Access License	Skype for Business Server 2019 Enterprise CAL	Skype for Business Online (Plan 2/2A/2G) User SL
	CAL Equivalent License (refer to Appendix A)	

3.1.2 Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License	Skype for Business Server 2019 Plus CAL	CAL Equivalent License (refer to Appendix A)
	Phone System User SL	Skype for Business Plus CAL User SL

3.2 Additional Software

Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Skype Web App	Microsoft Skype for Business Server 2019 Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Skype for Business Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: Product List - April 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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SQL Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SQL Server 2017 Standard	10/17	15	23	8				P	A,SP	A	A
SQL Server 2017 Standard Core (2-packs of Core Licenses)	10/17	50	75	25	OM			OM, P	A,SP	A	A
SQL Server 2017 Enterprise	10/17			38				P	A	A	A
SQL Server 2017 Enterprise Core (2-packs of Core Licenses)	10/17	125	188	63	OM			OM, P	A,SP	A	A

SQL Server 2017 CAL	10/17	1	2	1				P	A,SP	A	AO,ST

2. Product Conditions

Prior Version: SQL Server 2016 (6/16)	Product Pool: Server – All editions	Down Editions: Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): All editions	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 SQL Server 2017 Enterprise

New [Server](#) Licenses for SQL Server 2017 Enterprise (Server/CAL) are not available. Existing SA customers upgrading to the 2017 version should refer to the October 2017 Product Terms for their License Terms.

2.2 SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server Enterprise Core customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

2.3 SQL Server Parallel Data Warehouse Optional Build without Oracle Java

Customers may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. For more information refer to <http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehousing/pdw.aspx>.

2.4 SQL Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms <http://go.microsoft.com/?linkid=9839206>.

3. Use Rights

License Terms: Universal ; Server/CAL – Standard, Per Core – Standard Core and Enterprise Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: Server/CAL editions only	External User Access Requirements: CALs (Server/CAL editions only)	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 Server Software Access

Base Access License	SQL Server 2017 CAL

3.2 Automatic Updates to Previous Versions of SQL Server

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

3.3 SQL Server Platform Selection

SQL Server [Licenses](#) are platform agnostic and permit deployment and use on Windows or Linux platforms.

3.4 Running Instances for Standard Edition

For each [Server](#) License, software may be run in only one [Physical OSE](#) or [Virtual OSE](#) at a time, but Customer may use any number of [Running Instances](#) of the server software in that [OSE](#).

3.5 Fail-Over Servers for Parallel Data Warehouse (PDW)

The PDW Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine ([Virtual OSE](#)). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. Customer does not need additional [Licenses](#) for the software running in fail-over [OSEs](#) as executed by the PDW Appliance technology.

3.6 Additional Software

3.6.1 Additional Software - All (except Parallel Data Warehouse)

Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client

Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

3.6.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse)
License Mobility: All editions (Not applicable to Parallel Data Warehouse)	Migration Rights: SQL Server 2014 Business Intelligence and Parallel Data Warehouse Product Terms - June 2016 . R Server for Hadoop, R Server for Linux and R Server for Teradata Product Terms - October 2017 .	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

4.1 SQL Server 2017 Enterprise Core - Unlimited Virtualization

Customer may run any number of instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its core licenses for the Server.

4.2 SQL Server 2017 Enterprise Core - Parallel Data Warehouse Feature Updates

Customers with SA coverage are eligible for Parallel Data Warehouse feature releases (e.g., appliance updates) available between major product releases.

4.3 SQL Server Buy-Out Option under the Enrollment for Application Platform EAP

Customer may renew SA for SQL Server Enterprise Server/CAL Licenses, but the only buy-out option at the end of Customer's enrollment term will be for core Licenses.

4.4 SQL Server Enterprise Core and SQL Server Enterprise - Machine Learning Server for Windows and Machine Learning Server for Linux

Only customers with servers licensed to run SQL Server Enterprise Core with SA or SQL Server Enterprise with SA may use updates to Machine Learning Server for Windows and Machine Learning Server for Linux made available after October 2017. Customers may use these updates on the Licensed Servers, subject to the SQL Server Enterprise Core and SQL Server Enterprise use rights, respectively. Customers licensing SQL Server Enterprise under the Server/CAL Licensing Model must also have SA on their corresponding CALs to obtain this benefit. Customers' right to use these updates expires when their SA expires.

4.5 SQL Enterprise Core – Running Machine Learning Server for Hadoop

For each SQL Server Enterprise Core License Customer has with active SA, Customer may also run Machine Learning Server for Hadoop on up to five Servers solely in conjunction with its licensed use of SQL Server Enterprise Core.

4.6 Use of Power BI Report Server – SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the Licensed Server. Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Enterprise Edition Core Licenses with active SA assigned to that Server, subject to a minimum of four cores per OSE. Use is additionally subject to the applicable terms of Customer's volume license agreement. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server. This right expires upon expiration of Customer's SA coverage.

4.7 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

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System Center

18. System Center Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Datacenter Server Management License (2-packs of Core Licenses)	3/19		13	8	OM			OM, P	A	A	A

System Center 2019 Datacenter Server Management License (16-packs of Core Licenses)	3/19	38	13	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (2-packs of Core Licenses)	3/19	3	2	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (16-packs of Core Licenses)	3/19	23	8	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: System Center 2016 (10/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License - System Center 2019 Standard

Server Management License	System Center 2019 Standard Management License

3.2 Management License - System Center 2019 Datacenter

Server Management License	System Center 2019 Datacenter Management License

3.3 SQL Server Technology

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

3.4 Windows Server Containers

Customer may Manage any number of [OSEs](#) instantiated as [Windows Server Containers](#) on the [Licensed Server](#).

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions (License Mobility through SA only)	Migration Rights: Product List - October 2013 , Product Terms - October 2016 , and December 2016	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

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19. System Center Configuration Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Configuration Manager 1606 Client Management License per OSE	10/16		2	1				P		A	AO,ST
System Center Configuration Manager 1606 Client Management License per User	10/16		2	1				P		A	
System Center Configuration Manager 1606 Client Management License (Client ML) (Student Only)	10/16		2	1							

2. Product Conditions

Prior Version: System Center 2012 R2 Configuration Manager (10/13),	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center Configuration Manager 1606 Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center Configuration Manager 1606 (User or OSE) Microsoft Intune (User SL)	Microsoft 365 F1 (User SL) Management License Equivalent License (refer to Appendix A)

3.2 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software included in the Product in one [OSE](#) only for the purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

4.1 System Center Configuration Manager – VDI Rights

Customers with active SA coverage for System Center Configuration Manager CMLs, Core CALs, or Enterprise CALs (each, a “VDI qualifying license”) may use the software to manage, at any one time, up to four [Virtual OSEs](#) in which software used remotely from the device or by the user to which that VDI qualifying [License](#) has been assigned, is running. Each [Virtual OSE](#) may be run on a different virtual desktop infrastructure hosts.

4.2 System Center Configuration Manager Current Branch Rights

Customers with active SA on System Center Configuration Manager Licenses, or ML equivalent Licenses, may install and use the Current Branch option of System Center Configuration Manager.

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20. System Center Data Protection Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Data Protection Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center 2016 Data Protection Manager (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B

Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Data Protection Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Data Protection Manager License (User or OSE)

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 , Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 System Center Data Protection Manager Current Branch Rights

Customers with active SA on System Center Data Protection Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Data Protection Manager.

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21. System Center Endpoint Protection

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Endpoint Protection 1606 (Device and User SL)	10/16	1						P		A	A,ST

2. Product Conditions

Prior Version: System Center 2012 R2 Endpoint Protection (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirements: ML	Included Technologies: N/A
Notices: Internet-based Features		

3.1 Device and User SLs

Customer may purchase Device or User SLs to meet the Client Management License requirement under the [Management Servers License Model](#).

3.2 Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, [OSEs](#) running server operating systems that access System Center Endpoint Protection or related software are managed [OSEs](#). For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

3.3 Substitution of Scan Engines

Microsoft may substitute comparable software and files for the Online Service's:

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

4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 System Center Endpoint Protection Current Branch Rights

Customers with active SA on System Center Endpoint Protection Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Endpoint Protection.

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22. System Center Operations Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Operations Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Operations Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Operations Manager 2016 (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Operations Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies : SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Operations Manager License (User or OSE)

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 System Center Operations Manager Current Branch Rights

Customers with active SA on System Center Operations Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Operations Manager.

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23. System Center Orchestrator

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Orchestrator per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Orchestrator per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center 2016 Orchestrator (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Orchestrator Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Orchestrator License (User or OSE)

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

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24. System Center Service Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Service Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Service Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center 2016 Service Manager (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Service Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Service Manager License (User or OSE) Azure Active Directory Premium (P1 and P2) User SL	Microsoft Identity Manager 2016 CAL (User)

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 System Center Service Manager Current Branch Rights

Customers with active SA on System Center Service Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Service Manager.

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Virtual Desktop Infrastructure (VDI) Suite

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights <http://go.microsoft.com/?linkid=9839206> and June 2015 Product List <http://go.microsoft.com/?linkid=9839207>.

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Visual Studio

25. Visual Studio

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Professional 2019	3/19	2									
Visual Studio Professional 2019 Subscription	3/19	(1)	2	1	OM			OM, P	A,SP	A	A
Visual Studio Enterprise 2019 Subscription	3/19	(1)	51	17	OM			OM, P	A,SP	A	A
Visual Studio Test Professional 2019 Subscription	3/19	(1)	9	3	OM			OM, P	A,SP	A	A
MSDN Platforms	6/13	(1)	9	3	OM			OM, P	A,SP	A	A

2. Product Conditions

Prior Version: Visual Studio 2017 (4/17)	Product Pool: Applications	Down Editions: Enterprise to Professional
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 License Grant for SQL Server Parallel Data Warehouse Developer

Each [Licensed User](#) of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

2.2 License Grant for Azure DevOps Server 2019

Each [Licensed User](#) of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription, Visual Studio Test Professional Subscription and MSDN Platforms is deemed to have one [Server](#) License for Azure DevOps Server and one Azure DevOps Server User CAL. The [CAL](#) is for the sole use of the [Licensed User](#).

2.3 Microsoft Azure Services

Microsoft Azure benefits cannot be combined from multiple Visual Studio Subscriptions or MSDN Platforms onto a single Microsoft Azure account.

3. Use Rights

License Terms: Universal ; Developer Tools	Product-Specific License Terms: All	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies : SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices : Internet-based Features – All, Bing Maps – All (except MSDN Platforms), H.264/MPEG-4 AVC and/or VC-1 – All (except MSDN Platforms)		

3.1 Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, whether on-premises or remote devices that are dedicated solely to Customer's use, or hosted on Microsoft Azure for Customer, (collectively, "Build Devices"). Customer and others in its organization may use these files on its Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

3.2 Utilities

Customer may copy and install the Utilities listed at <https://aka.ms/vs/16/utilities> onto its devices solely to debug and deploy Customer's programs and databases that Customer develops with Visual Studio Professional and Visual Studio Enterprise. Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when it finishes debugging or deploying its programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

3.3 Developing Extensions

3.3.1 Limits on Extensions.

Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or and other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.

3.3.2 No Degrading the Software.

If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

3.4 Distributable Code

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs it develops while using such software.

3.4.1 Right to Use and Distribute.

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

- **Distributable List.** Customer may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.
- **Sample Code, Templates, and Styles.** Customer may copy, modify, and distribute the source and object code form of code marked as “sample”, “template”, “simple styles”, and “sketch styles”.
- **Third-party Distribution.** Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.

3.5 Office Professional Plus 2016 – Visual Studio Enterprise Subscription

Each [Licensed User](#) of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2016 on one device for production use. Except as provided here, the [Desktop Applications License Model](#) in the [License Terms](#) section applies to the [Licensed User](#)’s use of this software.

3.6 Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 and Product Terms - September 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Software Assurance Eligibility

Customers with expiring SA on any Visual Studio Subscription License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio Subscription License. When renewing to a different Subscription level, the new use terms replace the prior use terms, and any software not included in the new Subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer [Appendix B – Software Assurance](#)).

4.2 Visual Studio Subscription Perpetual Rights

Customer’s rights to use any software licensed through Visual Studio Subscription become perpetual when Customer’s right to use Visual Studio becomes perpetual.

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26. Azure DevOps Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES

Azure DevOps Server 2019 with SQL Server 2017 Technology	3/19	8	3				P	A,SP	A	A
Azure DevOps Server 2019 CAL (Device and User)	3/19	8	3				P	A,SP	A	A

2. Product Conditions

Prior Version: Visual Studio Team Foundation Server 2018 (11/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: All	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All	Additional Software: All
Client Access Requirements: Yes	External User Access Requirements: CALs	Included Technologies: SQL Server Technology, Windows Software Components
Notices: N/A		

3.1 Server Software Access

Base Access License	Azure DevOps Server 2019 CAL	Azure DevOps Services paid user

3.1.1 Additional Functionality

Test Plan

Additive Access License	Visual Studio Test Professional Subscription MSDN Platforms	Visual Studio Enterprise Subscription Azure DevOps Services Test Manager paid user

3.2 Usage Not Requiring CALs

The following uses do not require [CALs](#); view, edit, or enter work items; access Azure DevOps Server Reporting; accessing Azure DevOps Services via a Azure DevOps Server Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Azure DevOps Server through a pooled connection from another integrated application or service.

3.3 SQL Server Technology

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

3.4 Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

3.5 Azure DevOps Server Build Services

If Customer has one or more [Licensed Users](#) of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise monthly subscription, or Visual Studio Professional monthly subscription then Customer may also install the Visual Studio software and permit access and use of it as part Azure DevOps Server Build Services by Customer's [Licensed Users](#) and [Licensed Devices](#) of Azure DevOps Server.

3.6 Additional Software

Azure DevOps Server Build Services		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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Windows

27. Windows Desktop Operating System

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Windows 10 Pro (Per Device)	8/15	2										
Windows 10 Enterprise LTSC 2019 (Per Device)	10/18	2										
Windows 10 Enterprise (Per Device)	10/16	2						E, P	E			
Windows 10 Enterprise E3 (SL)	8/15	2							E			
Windows 10 Enterprise E3 From SA (SL)	8/15	2							E			
Windows 10 Enterprise E5 (SL)	8/16	2							E			
Windows 10 Enterprise E5 From SA (SL)	8/16	2							E			
Windows 10 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	12/14	2							E		A	
Windows 10 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	8/16	2							E			
Windows 10 Education (Per Device)	8/15	(1)	3	1						ED	SD, S	
Windows 10 Education E3 (SL)	10/17										EP	
Windows 10 Education A3 (SL)	10/17											
Windows 10 Education E5 (Per User)	10/17										EP	
Windows 10 Enterprise A5 (Per User)	10/17											
Windows VDA per device(SL)	7/07	2(1)						P	A, E	A	A	
Windows VDA E3 (SL)	12/14	2							E			
Windows VDA E5 (SL)	5/17	2							E			
Windows 10 Home to Pro Right Licensing (Per Device)	4/17	2										
Windows 10 Home to Pro Upgrade for Microsoft 365 Business												
Windows 8.1 Enterprise Sideloadable (Per Device)	11/13	1			OM							
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2			OM							

2. Product Conditions

Prior Version: Windows 10 Enterprise LTSC 2016 (10/16), Windows Embedded 8.1 Industry (4/14)	Product Pool: System	Down Editions: Enterprise to Pro
Extended Term Eligible: N/A	Prerequisite: All licenses (except Virtual Desktop Access)	Prerequisite (SA): Appendix B, Section 4
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Add-ons, Additional Products
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: Windows 8.1 Enterprise		Add-ons and From SA: See Appendix C

2.1 License Assignment

2.1.1 Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

The **Licensed User** must be the **Primary User** of at least one device licensed with a Qualifying OS. This one device must also be the Primary User's primary work device.

2.1.2 Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

The **Licensed Device** must be licensed with a Qualifying OS, and the Qualifying OS must be installed on the **Licensed Device**. Per Device license assignment is permanent unless Customer has Software Assurance for that device.

2.1.3 Virtual Desktop Access (VDA) License Assignment Eligibility

VDA Per Device and Per User licenses may be assigned to any user or device.

2.2 Qualifying Operating Systems

Windows software acquired through a volume licensing agreement may only be installed or activated on devices licensed to run one of the qualifying operating systems (OS) below.

2.2.1 Qualifying OS – Per User Licenses and Virtual Desktop Access Per Device/User Licenses

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus	Microsoft Cloud Agreement
Windows 10		
Enterprise, IoT Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X
Windows 7 / 8 / 8.1		
Enterprise, Pro, Professional, Ultimate, Windows 7 Professional/Ultimate for Embedded Systems, Windows Embedded 8/8.1 Pro, Industry Pro	X	

2.2.2 Qualifying OS – Per Device Licenses (Excluding Virtual Desktop Access Licenses)

Unless Customer has Software Assurance for the device, Customer must remove the Qualifying OS from the device before installing Windows software acquired through a volume licensing agreement on a [Licensed Device](#).

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) ¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement	Academic and Charity
Windows 10					
Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X	X	X	X
Education, Home, Home in S mode					X
Windows 8/8.1					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
Windows 7					
Enterprise, Professional, Ultimate	X	X	X		X
Home Premium, Home Basic, Starter Edition					X
Windows Vista					
Enterprise, Business, Ultimate	X		X		X
Home Premium, Home Basic, Starter Edition					X
Windows XP					
Professional, Tablet Edition, Pro Blade PC	X		X		X
Home, Starter Edition					X
Apple					
macOS ²	X		X		X
Windows Embedded Operating Systems					
Windows 10 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

¹Also applicable to Qualified Devices acquired through merger or acquisition

²macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

2.2.3 Restricted Use Qualifying OS – Per Device Licenses

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) ¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10 IoT Enterprise for Retail or Thin Clients	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X

Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X
Windows Embedded Standard 7			X	X
Windows Embedded Standard 2009			X	X
Windows Embedded 8 Standard			X	X

¹Also applicable to Qualified Devices acquired through merger or acquisition

2.2.3.1 Restricted Use Qualifying Operating Systems

The right to use Windows software acquired through a volume licensing agreement on a device licensed with a Restricted Use Qualifying OS is limited to the specific use for which the device was designed. The device running the acquired Windows software may not be used as a general-purpose PC or as a commercially viable substitute for such a system. Acquired Windows software installed on devices licensed with a Point of Sale (POS) version of Windows Embedded must be primarily used for running a POS application.

2.2.3.2 Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

Software Assurance may not be acquired for devices licensed with Restricted Use Qualifying Operating Systems. This limitation does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

2.3 Mixing Per User and Per Device Licenses on Enterprise Enrollments

Customers may mix Windows Per Device and Per User licenses on Enterprise Enrollments if 1) all users of unlicensed Qualified Devices are licensed with Windows Per User, and 2) all Qualified Devices used by unlicensed users are licensed with Windows Per Device.

2.4 Version-less Windows Pro/Enterprise Upgrades for the People's Republic of China

Version-less [Licenses](#) for Windows Enterprise and Windows Professional are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). The [Licenses](#) are edition specific, so Customer must use a version of the edition of software acquired. The Qualifying Operating Systems for the Enterprise and Pro editions of Windows 10 apply, respectively, to the version-less Licenses for Windows Enterprise and Windows Professional.

2.5 Third Party Re-imaging

Before a third party may re-image a Customer's devices, Customer must provide the third party with written documentation showing it has the requisite licenses for the installation.

2.6 Regional Fulfillment Options

2.6.1 Windows KN Editions

Customers located in Korea with an active volume licensing agreement or enrollment may acquire media for Windows KN editions for deployment and use in Korea. No other use is permitted.

2.6.2 Windows N Editions (Not with Windows Media Player)

Customers located in countries established in the European Union (EU) or European Free Trade Association (EFTA) with an active volume licensing agreement or enrollment may acquire media for Microsoft Windows N editions for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

2.7 Windows Embedded 8 Standard Enterprise Kit

Use of the software features enabled by the Windows Embedded 8 Standard Enterprise Kit is subject to the license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying software expires. The Windows Embedded 8 Standard Enterprise Kit License must be permanently assigned to a single device and may not be transferred to any other device.

2.8 Purchase Eligibility for Windows 10 Home to Pro Upgrade for Microsoft 365 Business

Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union may license the Windows 10 Home to Pro Upgrade for Microsoft 365 Business in any quantity up to the number of its Microsoft 365 Business subscriptions. Notwithstanding Section 2.2 Qualifying Operating Systems, Customer may install Windows 10 Home to Pro Upgrade for Microsoft 365 Business software on devices licensed with Windows Home version 7 or later.

2.9 Purchase Eligibility for Windows 10 Home to Pro Right Licensing for E3/E5

2.9.1 Prerequisites

Notwithstanding Section 2.2 Qualifying Operating Systems, Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union are eligible for Windows 10 Home to Pro Right Licensing for devices licensed with Windows Home version 7 or later if they have been continuously licensed with any of the following since March 1, 2017:

- Windows 10 Enterprise per device with active SA
- Windows 10 Enterprise E3/E5 SLs

2.9.2 Purchase Requirements

Windows 10 Home to Pro Right [Licenses](#) are available only as a one-time purchase, where all units must be placed under a single order. Customers are required to acquire a license for each device that is licensed with Windows 10 Home and that meets at least one of the following criteria:

- Is licensed with Windows 10 Enterprise per device, or
- On which Pro or Enterprise is installed and is used by a Windows 10 Enterprise E3/E5 Licensed User

2.9.3 License Restrictions

This license does not include the rights to install or run an Instance of any prior version of Windows 10 Pro. Reassignment rights apply only to a replacement device with a Pro or Enterprise qualifying OS.

2.10 Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10 unless they have been configured to prevent automatic updates using supported methods. All updates are licensed under the same terms as the Product to which they apply.

2.11 Academic and Charity Programs

2.11.1 License Assignment

2.11.1.1 Per User License Assignment

The [Licensed User](#) must be the [Primary User](#) of at least one device licensed for a Qualifying OS in section 2.2.2 Per Device [Licenses](#).

2.11.1.2 Per Device License Assignment

The [Licensed Device](#) must be licensed with a Qualifying OS in section 2.2.2 Per Device [Licenses](#), and the Qualifying OS must be installed on the [Licensed Device](#). Per Device license assignment is permanent unless Customer has Software Assurance for that device.

2.11.2 Academic Program Windows Edition Rights

Windows Education licenses include rights to install or activate Windows Enterprise in lieu of Windows Education.

2.11.3 Lab and Library Use

Institutions with Windows Education E3/E5, or Windows 10 Education (per device) assigned to all faculty and staff, [Education Qualified Users](#) or [Knowledge Workers](#) may install Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Windows 10 Education. This provision does not apply to User [SLs](#) acquired under the Microsoft Cloud Agreement.

2.11.4 Shared Devices

Institutions with Windows Education E3/E5 assigned to all [Knowledge Workers](#) or [Education Qualified Users](#) are licensed to run Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any shared device with a qualifying operating system within the Institution's Organization. For the purposes of this subsection, shared device means a device not used by any one person more than 50% of the time during a single work day period, and not assigned to any [Primary User](#) as their primary work device. Use of Windows on shared devices does not count as use of an Education Platform Product under the Enrollment for Education Solutions. Use of the software is otherwise subject to the License terms for Windows 10 Education.

2.11.5 Starter Edition OS Restrictions for Academic Programs

[Licenses](#) acquired under academic or education programs and using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS may not be transferred outside the country of purchase.

3. Use Rights

License Terms: Universal ; Desktop Operating Systems, OST (Windows Defender Advanced Threat Protection portion of Windows 10 Enterprise E5 and Windows VDA E5)	Product-Specific License Terms: All Windows licenses	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: H.264/MPEG-4 AVC and/or VC-1		

3.1 Windows Local Use

Customer may run Windows software acquired through a volume licensing agreement as one [Physical OSE](#) locally on [Licensed Devices](#). This local use right applies to VDA per device licenses only if the [Licensed Device](#) is also licensed with a Qualifying Operating System. [Licensed Users](#) may run Windows software acquired through a volume licensing agreement as one [Physical OSE](#) locally on devices licensed with a Qualifying Operating System.

3.2 Windows 10 Azure AD-Based Activation

Licensed Users using Azure AD-based activation may activate the software in the **Physical OSE** on up to five concurrent devices running either Windows 10 Pro Anniversary Update or Windows 10 Enterprise Creator's Update or later.

3.3 Windows Apps

Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=246338> or for Windows apps that access Xbox services, the Xbox.com terms of use at <http://xbox.com/legal/livetou>.

3.4 Windows 10 Mobile Enterprise

Customers with an Enterprise Agreement, Microsoft Products and Services Agreement, or Select Plus agreement may install and use Windows 10 Mobile Enterprise during the term of their agreement.

3.5 Microsoft Cloud Agreement Activation Use Rights

For Customers licensed under a Microsoft Cloud Agreement,

- Notwithstanding sections 3.2 and 3.7, each user may activate no more than five concurrent instances of the software across physical and virtual **OSEs**.
- Notwithstanding the Universal License Terms or volume licensing agreement, upgrade Licenses do not include rights to run or install a prior version, different language version, different platform version, or a lower edition of Windows, including Windows 10 Enterprise LTSC.
- Section 4 (Software Assurance) does not apply.

3.6 Windows 10 Upgrade Benefit

The following User SLs include a Windows 10 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 7, 8, 8.1:

- Windows 10 Enterprise/Education (all)
- Microsoft 365 (all)

3.7 Windows 10 Multitenant Hosting

Customers with Windows 10 Enterprise Per User SLs (excluding local only), Windows 10 Education Per User SLs, or VDA Per User SLs using Azure AD-based activation may install the Windows 10 Creators Update or later version software on a virtual machine running on Microsoft Azure or a shared server with a Qualified Multitenant Hosting Partner identified at www.microsoft.com/Qualified_Multitenant_Hoster_Program. Each **Licensed User** may access up to four instances of the software. Azure Government customers may use KMS activation in lieu of Azure AD-based activation. When configuring the image(s) on Microsoft Azure, Customers must indicate their use of the multitenant hosting for Windows 10 and adhere to other software configuration requirements available at <https://docs.microsoft.com/en-us/windows/deployment/vda-subscription-activation>. Partner based deployment requirements are available at www.microsoft.com/Qualified_Multitenant_Hoster_Program. This section does not apply to Students receiving access to software through **Student Use Benefit**.

4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Windows Companion Subscription)	Roaming Rights: February 2016 – Product Terms
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Software Assurance Additional Use Rights

Section 4 (Software Assurance) applies to the following licenses.

- Windows 10 Enterprise E3/E5
- Windows 10 Enterprise per device
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Windows VDA per device

This provision does not apply to SLs acquired under the Microsoft Cloud Agreement or by way of the **Student Use Benefit**.

4.2 Windows Virtualization

4.2.1 Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four **Virtual OSEs** locally on **Licensed Devices**. This local use right applies to VDA Per Device licenses only if the **Licensed Device** is also licensed with a Qualifying Operating System. **Licensed Users** may run Windows software acquired through a volume licensing agreement on up to four **Virtual OSEs** locally on devices licensed with a Qualifying Operating System. If all permitted **Virtual OSEs** are used Customer may use the **Physical OSE** only to host and manage the **Virtual OSEs**.

4.2.2 Remote Virtualization

Any [Licensed Device](#), or any device used by a [Licensed User](#), may remotely access up to four [Virtual OSEs](#) or one [Physical OSE](#) of Windows software acquired through a volume licensing agreement on (a) device(s) dedicated to Customer's use.

4.3 10.1" Screen Device Benefit

Customer with Per User license may install Windows software acquired through a volume licensing agreement on all Windows licensed devices with integrated screens 10.1" diagonally or less.

4.4 Windows to Go

Customer may create and store an [Instance](#) of Windows software acquired through a volume licensing agreement on up to two USB drives using Windows to Go and run the [Instance\(s\)](#) on [Licensed Device\(s\)](#) or, if licensed per user, on any device.

4.4.1 Windows to Go Student Option

Academic Institutions electing the Student Option are permitted a maximum of one Windows to Go [Instance](#) per licensed student device while that student is enrolled at the institution.

4.5 Windows Pro SA

Customers who previously acquired SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise license.

4.6 Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the [Licensed Device](#) or [Licensed User's](#) Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

4.6.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows 10 Enterprise E3/E5
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Agreement with an August 1, 2015, or later effective date and VDA per device or Windows 10 Enterprise per device.

4.7 Rights to run Clustered HPC Applications

A [Licensed Device](#) or a device used by a [Licensed User](#) may be used as a [Cycle Harvesting Node](#) to run [Clustered HPC Applications](#), as long as the device is not used as a general purpose [Server](#), database [Server](#), web [Server](#), e-mail [Server](#), print [Server](#) or file [Server](#), for other multi-user access purposes, or for any other similar resource sharing purpose.

4.8 Windows Desktop Operating System – Windows Thin PC

Customer may use the Windows Thin PC software in place of Windows Desktop Operating System software but only to run the types of applications listed below.

- security
- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

Customer may use the software on a device other than the one on which it was first installed if it moves the corresponding Software Assurance coverage to that other device.

4.9 Software Assurance Lapse on Perpetual Licenses

Windows Enterprise Semi-Annual Channel must be uninstalled on any [Licensed Device](#) if Software Assurance coverage lapses. If the [Licensed Device](#) was assigned a perpetual Windows Enterprise license, Customer may install on the Licensed Device the version of Windows Enterprise Long Term Servicing Channel that is current at the time of the lapse.

Windows Server

28. Windows MultiPoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows MultiPoint Server 2016 Premium	10/16	10	15	5				A		A	A

2. Product Conditions

Prior Version: Windows MultiPoint Server 2012 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: CAL	Included Technologies: N/A
Notices: Internet-based Features , H.264/MPEG-4 AVC and/or VC-1		

3.1 Server Software Access

Base Access License	Windows Server 2019 Remote Desktop Services CAL and Windows Server 2019 CAL	Windows Server 2019 Remote Desktop Services CAL and CAL Equivalent License (refer to Appendix A)

3.1.1 Additional Functionality Associated with Windows Server 2019 Active Directory Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to Appendix A)

3.2 Running Instances of the Software

Customer may run on the [Licensed Server](#) at any one time one [Instance](#) of the server software in each of the [Physical OSE](#) and one [Virtual OSE](#). If Customer uses the server software in a [Virtual OSE](#), then server software used in the [Physical OSE](#) may be used only to host and manage the [Virtual OSE](#).

3.3 Access Licenses

[CALs](#) are not required for access in a [Physical OSE](#) that is used solely for hosting and managing [Virtual OSEs](#).

3.4 Windows MultiPoint Server 2016 Connector

Customer may install and use the Windows Server 2016 MultiPoint Connector software on any device that is licensed to access Windows Server 2016 (or later). It may use this software only to access the MultiPoint Server software. If it accesses the server software from this device solely to use the MultiPoint Dashboard it does not need a Remote Desktop Services CAL.

3.5 Installation Type

Customer may only install Remote Desktop Services and deploy and use the MultiPoint Services role.

3.6 Additional Software

For a list of Additional Software refer <http://go.microsoft.com/fwlink/?LinkId=245856>.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product Term - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

29. Windows Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows Server 2019 Active Directory Rights Management Services CAL	10/18	1	2	1				P	A	A	AO,ST
Windows Server 2019 CAL	10/18	1	2	1				P		A	AO,ST
Windows Server 2019 Remote Desktop Services CAL (Device and User)	10/18	1	2	1				P	A	A	A, AO,ST
Windows Server 2019 Remote Desktop Services External Connector	10/18	75	113	38	OM			OM, P	A	A	A
Windows Server 2019 Datacenter (2-packs of Core Licenses)	10/18	10	25	15	OM			OM, P	A	A	A
Windows Server 2019 Datacenter (16-packs of Core Licenses)	10/18	75	113	38	OM			OM, P	A	A	A
Windows Server 2019 Essentials	10/18	5	10	5				P		A	A
Windows Server 2019 Standard (2-packs of Core Licenses)	10/18	1	3	2				P	A	A	A
Windows Server 2019 Standard (16-packs of Core Licenses)	10/18	15	23	8	OM			P	A	A	A
Windows Server 2019 Active Directory Rights Management Services External Connector	10/18	125	188	63	OM			OM, P	A	A	A
Windows Server 2019 External Connector	10/18	25	38	13	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: Windows Server 2016 (10/16)	Product Pool: Server	Down Editions: Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms – September 2018)
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: External Connectors	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Windows Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms <http://go.microsoft.com/?linkid=9839206>.

3. Use Rights

License Terms: Universal ; Per Core/CAL – All editions (except Essentials), Specialty Servers – Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	Included Technologies: N/A
Notices: Internet-based Features , H.264/MPEG-4 AVC and/or VC-1 , Malware Protection		

3.1 Server Software Access

Base Access License	Windows Server 2019 CAL Microsoft 365 F1 User SL	Windows Server Subscription for Azure CAL CAL Equivalent License (refer to Appendix A)

**As an exception, users do not need Windows Server CALs when accessing the server software solely to sync between an Active Directory infrastructure running on Customer's Licensed Servers and Azure Active Directory.*

3.1.1 Additional Functionality Associated with Windows Server 2019 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License	Windows Server 2019 Remote Desktop Services CAL	Windows Server 2019 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

3.1.2 Additional Functionality Associated with Windows Server 2019 Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) User SL CAL Equivalent License (refer to Appendix A)

3.1.3 Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 User CAL CAL Equivalent License (refer to Appendix A)	Azure Active Directory Premium (P1 and P2) User SL

**Also required for any person for whom the software issues or manages identity information.*

3.1.4 Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

3.2 Server External User Access

Base Access License	Windows Server 2019 External Connector

3.2.1 Additional Functionality Associated with Windows Server 2019 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License	Windows Server 2019 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

3.2.2 Additional Functionality Associated with Windows Server 2019 Rights Management Services External Connector License

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services External Connector

3.2.3 Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 External Connector

**Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).*

3.3 Additional Terms for Windows Server 2019 Essentials

3.3.1 Limitations on Use

- At any one time, Customer may use a [Running Instance](#) of the server software in each of the [Physical OSE](#) and in one [Virtual OSE](#).
- Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a [Virtual OSE](#), the Instance in the [Physical OSE](#) may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service [Operating System Environment](#) on the [Licensed Server](#). That Instance does not need to meet the requirements in (i) through (iv) above.

3.3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2019 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

3.3.3 Windows Server 2019 Essentials Connector

Customer may install and use the Windows Server 2019 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

3.3.4 Windows Server 2019 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2019 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2019 Active Directory Rights Management Services functionality.

3.4 Windows Server Containers without Hyper-V isolation with Windows Server 2019 Standard and Datacenter

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

3.5 Additional Software for Windows Server 2019

AD Migration Tool	GBUNIECN.EXE Utility	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: External Connector only	Migration Rights: Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October and December 2016	Roaming Rights: N/A
Self Hosting: All editions (except Essentials)	SA Equivalent Rights: N/A	

4.1 Microsoft Azure Hybrid Benefit for Windows Server

Refer to [Section 8. Microsoft Azure Hybrid Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Semi-Annual Channel Releases

Customers with active SA on either Windows Server Standard or Datacenter [Licenses](#), and on Windows Server Base Access [Licenses](#) and Windows Server Additive Access [Licenses](#) (as appropriate) may install and use Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

4.3 Remote Desktop Services (“RDS”) User CAL and User SL Extended Rights

Customer may use its RDS User CALs and User SLs with Windows Server software running in [OSEs](#) dedicated to its internal use on either Microsoft Azure Services or the shared servers of a [License Mobility through Software Assurance Partner](#) for which it has completed and submitted the License Mobility Validation form. Other than administrative access by Customer’s [License Mobility through Software Assurance Partner](#), no other party may access the [OSE\(s\)](#). For any [CAL](#) or User SL Customer has used in this manner, it may later move to Microsoft Azure Services or a new [License Mobility through Software Assurance Partner](#), but not sooner than 90 days after it initiated use in the environment it is leaving.

4.4 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

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Online Services

Customer's purchase and use of Microsoft Online Services are governed by the Product Terms and the Microsoft Online Services Terms (OST) located at <http://go.microsoft.com/?linkid=9840733> and incorporated herein by reference.

Online Services Regional Availability

Visit <http://www.microsoft.com/online/faq.aspx#international> for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service. This provision does not apply to Azure Reservations.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's volume licensing agreement.
- Terms for Microsoft Azure are provided in the Microsoft Azure Product Entry.
- **Add-on** and **Step-up** User **SLs** must be purchased under the same volume licensing agreement and enrollment (if any) as their Qualifying License or base User **SL**. **Add-ons** expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the **Add-on** User **SL**. **Step-ups** expire upon the earlier of the expiration of the **Step-up** User **SL** or base User **SL**.
- User **SLs** are priced monthly.

Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by placing an order with their reseller or using a form that is available at <http://microsoft.com/licensing/contracts>. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

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Microsoft Azure Services

1. Definitions

Allocated Annual Commitment means, if Customer elects annual invoicing, the portion of the Monetary Commitment allocated annually through the Enrollment term.

Azure Reservations means an advanced purchase of eligible Microsoft Azure Services for a specified term and region (e.g. Reserved VM Instances, Reserved Software Instances, etc.).

Consumption Rates means the prices for Microsoft Azure Services or, for certain Microsoft Azure Service Plans, any usage in excess of a specified quantity. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Microsoft Azure documents.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified below as a Microsoft Azure Services Plan. Other than Azure Stack, Services purchased as a Microsoft Azure Services Plan are not eligible for the Hosting Exception in the Online Services Terms.

Monetary Commitment means the total monetary amount a customer commits to pay during the term of the subscription for its use of eligible Microsoft Azure Services.

2. Subscription Term

Except as described below for Azure Reservations, Customer may only subscribe to Microsoft Azure Services (including Microsoft Azure Services Plans) for a subscription term that ends on the end date of Customer's Enrollment ("coterminous"). Customer must have at least two months remaining in its Enrollment term in order to subscribe to Microsoft Azure Services.

3. Purchasing Services

Microsoft Azure Services may be purchased in one or a combination of the following ways:

- Monetary Commitment:** Customer will have access to its entire Monetary Commitment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Monetary Commitment on an annual basis, Customer will have access to an Allocated Annual Commitment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Monetary Commitment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual Commitment will be forfeited on the

following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its Monetary Commitment or reducing its Allocated Annual Commitment for any future Enrollment anniversary. Customer's reseller (if any) must process reductions with Microsoft prior to the next anniversary.

- B. **Consumption:** Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
- C. **Microsoft Azure Services Plan:** Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
- D. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Monetary Commitment.
- E. **Azure Reservations:** Azure Reservations are purchased for specified terms of up to three years with a single upfront payment. Azure Reservations expire at the end of the specified term. Customer will not be refunded payment for unused Azure Reservations. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Reservations. Azure Reservation pricing will be based on the available pricing at the time of each purchase.

4. Pricing

Microsoft may offer lower prices to Customer (or Customer's reseller) for individual Microsoft Azure Services during Customer's Enrollment term on a permanent or temporary (promotional) basis.

5. Payment and Fees

- A. **Using Monetary Commitment:** Each month, Microsoft will deduct from Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).
- B. **Invoicing Monetary Commitment:** If Customer elects the Fully Prepaid Option, Monetary Commitment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual Commitment will be invoiced immediately, and future Allocated Annual Commitments will be invoiced on the anniversary of the Enrollment effective date.
- C. **Invoicing Monetary Commitment Overage:** If Customer's usage is higher than either its Monetary Commitment under the Fully Prepaid Option or its Allocated Annual Commitment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer (or its reseller) at the end of each Enrollment month.
- D. **Consumption Invoicing:** If Customer provisions Microsoft Azure Services without a Monetary Commitment, it (or its reseller) will be invoiced monthly at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to Customer (or its reseller) at then-current Consumption Rates on a monthly basis.
- E. **Azure Services Plan Invoice:** The purchase of a Microsoft Azure Services Plan will be invoiced to Customer (or its reseller) according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Monetary Commitment cannot be applied to the purchase of a Microsoft Azure Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Monetary Commitment can be applied to such usage.
- F. **Azure Reservations:** The purchase of Azure Reservations will be deducted automatically from any available Monetary Commitment. If Customer has used all of its Monetary Commitment or if the cost of Azure Reservations exceeds the available Monetary Commitment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure Reservations Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure Reserved Instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure Reserved Instances for software do not include the cost of compute.

6. Azure Reservation Options

The following options apply to Azure Reservations Customer has purchased.

- A. **Exchange:** is an option that allows Customer to apply the monetary value of a remaining Azure Reservation term to the purchase of one or more new Azure Reservations of equal or greater monetary value for the same service.
- B. **Cancel:** is an option that allows Customer to receive a prorated refund based on a remaining Azure Reservation term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently \$50,000 per year).
- C. **Assignment:** allows Customer to apply an Azure Reservation to a single (scoped) subscription of the enrollments/account(shared).

7. Open License, Open Value and Open Value Subscription Programs

7.1 Definitions

Consumption Rates mean for purposes of the Open License, Open Value and Open Value Subscription agreements, prices for all Microsoft Azure Services.

Portal means the online portal through which Customer administers its Subscription.

Subscription means a subscription with a value set at time of order that can be redeemed for a quantity of Microsoft Azure Services.

7.2 Subscription Term

The Subscription period starts at the time of product key redemption and not the time of order. Once the product key is redeemed, Microsoft will not accept return requests submitted by Microsoft's partners. Subscriptions are valid for the earlier of 12 months or until the value is consumed. Subscriptions may not be combined. Customer may have multiple active Subscriptions. New Subscriptions can be purchased at any time.

8. Microsoft Azure Hybrid Benefit

8.1 Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines on Microsoft Azure and pay for the cost of compute only (the "Base Instance"). Each Windows Server processor [License](#) with SA, and each set of 16 Windows Server core [Licenses](#) with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 [Virtual Cores](#) allocated across two or fewer Azure Base Instances. Each additional set of 8 core [Licenses](#) with SA entitles use on up to 8 [Virtual Cores](#) and one Base Instance. Customer may use Standard or Datacenter.

Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server under this benefit.

The Azure Hybrid Benefit for Windows Server provides additive rights to deploy and use the software when exercised in connection with Datacenter [Licenses](#) and alternative rights when exercised in connection with Standard [Licenses](#). Customer may not concurrently allocate a Standard [License](#) to Azure Hybrid Benefit for Windows Server and assign the same [License](#) to a [Server](#) dedicated to its use, except on a one-time basis, for a period not to exceed 31 days, to allow Customer to migrate those workloads to Azure. Standard [Licenses](#) are deemed "assigned to Azure" when Customer uses Windows Server under the Azure Hybrid Benefit for Windows Server and may not be redeployed on Customer's [Licensed Servers](#) for 90 days.

8.2 Microsoft Azure Hybrid Benefit for SQL Server

Under the Microsoft Azure Hybrid Benefit for SQL Server, for each SQL Server [License](#) covered with SA ("Qualified License"), Customer may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more [Licenses](#) must be allocated for each service.

Qualified License	Microsoft Azure Data Service	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:4 vCores
	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – Business Critical	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:4 vCore
	SQL Server Enterprise Virtual Machines	1 Core License ¹ :1 vCore
SQL Server Standard (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	SQL Server Standard Virtual Machines	1 Core License ¹ :1 vCore

¹Subject to a minimum of four Core Licenses per Virtual Machine.

With Azure Hybrid Benefit for SQL Server, customers will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). Customers must indicate that they are using Azure SQL Database (Managed Instance, Elastic Pool, and Single Database), Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure. Customers may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.

Customer may not concurrently allocate a [License](#) to Azure Hybrid Benefit for SQL Server and assign the same [License](#) to (a) shared servers under License Mobility through Software Assurance or (b) a Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure.

Customer may reassign [Licenses](#) allocated for use with Azure Hybrid Benefit for SQL Server to a Server dedicated to Customer or to shared servers under License Mobility through Software Assurance, provided [Licenses](#) must remain allocated for use under this benefit for a minimum of 90 days after a workload is migrated.

8.2.1 Fail-over Rights

When allocating SQL Server [Licenses](#) for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, Customer may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of [Licenses](#) required to run the corresponding SQL Server Virtual Machine under the Azure Hybrid Benefit.

30. Microsoft Azure Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Azure Services*	1	OM			A	A	A	A	
Microsoft Translator API						A			

*Also Available through Microsoft Customer Agreement

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Until canceled for Microsoft Azure Services
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Microsoft Translator API, Allocated Annual Commitment for Microsoft Azure Services	Reduction Eligible (SCE): Allocated Annual Commitment for Microsoft Azure Services
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. See the Microsoft Azure Services Plan-Specific entries below for more details.

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31. Microsoft Azure Infrastructure Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
IoT Suite Predictive Maintenance Plan 1	1					A		A	
IoT Suite Predictive Maintenance Plan 2	1					A		A	
IoT Suite Remote Monitoring Plan 1						A		A	
IoT Suite Remote Monitoring Plan 2						A		A	
Azure App Service Plan						A			
Azure Site Recovery (to Customer Owned Site)						A		A	
Microsoft Azure StorSimple Plan with Device (8100 device)						A		A	
Microsoft Azure StorSimple Plan with Device (8600 device)						A		A	
Microsoft Azure StorSimple Plan 8100 Renewal (no device)						A		A	
Microsoft Azure StorSimple Plan 8600 Renewal (no device)						A		A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Microsoft Azure StorSimple (see 2.2)	Reduction Eligible (SCE): All (except Azure RemoteApp)
Student Use Benefit: N/A	True-Up Eligible: N/A	Add-ons and From SA: N/A

2.1 Microsoft Azure Stack Plan

Customer may use Microsoft Azure Stack on a [Licensed Server](#), provided it acquires a number of SLs equal to the number of [Physical Cores](#) on that [Server](#).

2.2 Microsoft Azure StorSimple Plan Offerings

For each StorSimple Plan with Device purchased, Customer will receive a Storage Array device. Geographic availability and the terms and conditions governing the Storage Array, including warranty, shipping and handling, and duties, are set forth in [Appendix G - Storage Array Terms](#). Each

StorSimple Plan purchased by Customer will be associated with a single Storage Array; any additional Storage Arrays used by Customer will be billed at consumption rates. Microsoft Azure StorSimple 8100 and 8600 plans can be reduced at the next anniversary following 12 months of continuous usage.

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32. Microsoft Azure Support Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure Active Standard Support*						A		A	
Azure Active Professional Direct Support*						A		A	
Microsoft Azure StorSimple Standard Support						A		A	
Microsoft Azure StorSimple Standard Support to Premium Support						A		A	
Microsoft Azure StorSimple Premium Support						A		A	

*Also available through Microsoft Customer Agreement and Reduction Eligible when acquired under that agreement.

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Azure StorSimple Premium Support	Reduction Eligible: N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

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33. Microsoft Azure User Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure Active Directory Basic (User SL)	1					A		A,ST	
Azure Active Directory Premium Plan 1 (User SL)	1	OM				A		A,ST	
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A,ST	
Azure Advanced Threat Protection for Users (User SL)					P	A	A	A,ST	
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)					P	A	A	A,ST	
Azure Information Protection Premium Plan 1 (User SL)	1	OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 1 Add-on (User SL)						A			
Azure Information Protection Premium Plan 2 (User SL)		OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 2 Add-on (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: Azure Active Directory, Azure Advanced Threat Protection for Users, Azure Information Protection Premium	Add-ons and From SA: See Appendix C

2.1 Extended Use Rights for Azure Advanced Threat Protection for Users (AATP) Customers

Customer may also install and use Advanced Threat Analytics locally to manage client [OSEs](#) (or Server [OSEs](#) used as client [OSEs](#)) that are used solely by users to whom licenses are assigned. This right expires when Customer's subscription expires.

Microsoft 365

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft 365 Business (User SL)									
Microsoft 365 Education A1 (Device SL)									
Microsoft 365 Education A3 (User SL)								EP	
Microsoft 365 Education A3 with Core CAL (User SL)								EP	
Microsoft 365 Education A5 (User SL)								EP	
Microsoft 365 E3 and E5 (User SL)						EO			
Microsoft 365 E3 and E5 Add-on (User SL)						EO			
Microsoft 365 E3 and E5 From SA (User SL)						EO			
Microsoft 365 F1 (User SL)						A			
Microsoft 365 Information Protection and Compliance Suite (User SL)						A			
Microsoft 365 Identity and Threat Protection Suite (User SL)						A			
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: All	Reduction Eligible (SCE): Microsoft 365 F1
Student Use Benefit: See Appendix H	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

- For Microsoft 365 E3/E5 the components include Office 365 Enterprise E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.
- For Microsoft 365 A3/A5 the components include Office 365 A3/A5, Enterprise Mobility + Security E3/E5, Windows 10 Education E3/E5 Per User, and Windows 10 Education A3/A5 Per User.
- For Microsoft 365 F1 the components include Office Online, Enterprise Mobility + Security E3, and Windows 10 Enterprise E3.

2.2 Extended Use Rights for Microsoft 365 E3/E5

2.2.1 Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5 User SL or [External Users](#).

This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.2.2 Office Professional Plus

Effective August 1, 2019 the rights provided in this section 2.2.2 will not be available for new or renewing Microsoft 365 E3/E5 subscriptions. Customers with Microsoft 365 E3/E5 subscriptions in effect before August 1, 2019 may continue to exercise the rights in this section 2.2.2 through the end of their Microsoft 365 E3/E5 subscription term.

2.2.2.1 Microsoft 365 From SA User SLs:

For each Licensed User to whom customer assigns a Microsoft 365 From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

2.2.2.2 Microsoft 365 User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Microsoft 365 User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

2.3 Microsoft 365 F1 - Windows 10 Enterprise E3 Use Rights

The Use Rights for the Windows component of Microsoft 365 F1 are the Windows 10 Enterprise E3 Use Rights modified as follows:

- The Windows component of Microsoft 365 F1 operates as an Online Service, and is not a successor to any prior version of the Windows desktop operating system.
- Rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSC, do not apply.
- Rights to access and use virtualized instances of Windows do not apply.
- Rights to install and use MDOP do not apply.
- [Licensed Users](#) are not required to be the [Primary Users](#) of any device.
- Customer must use Azure Active Directory-based activation. United States Government Community Cloud customers may use KMS activation in lieu of Azure AD-based activation.

2.4 Microsoft 365 Business Use Rights

Customer may not provision more than 300 user subscription licenses. The Use Rights for the Windows component of Microsoft 365 Business are modified as follows:

- Windows Business operates as an Online Service and is not a successor to any prior version of the Windows desktop operating system.
- Rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSC, do not apply.
- Rights to access and use virtualized instances of Windows do not apply.

2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

2.5.1 Microsoft 365 A1 (Device SL)

2.5.1.1 Term

The term of the Microsoft 365 A1 (Device SL) is six years from the date of order. If the license extends beyond the expiration of Customer's volume license agreement under which the M365 A1 (Device SL) was purchased, the terms of such agreement will survive as necessary for the duration of the M365 A1 (Device SL).

2.5.1.2 Cancellation and Reassignment

The M365 A1 (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the M365 A1 (Device SL) was previously assigned to.

2.5.1.3 Windows 10 Versions

Microsoft 365 Education A1 includes an upgrade to Windows 10 Pro Education for devices licensed with Windows 7 Professional, Windows 8/8.1 Pro, and Windows 10 Pro.

2.5.2 Microsoft 365 A3/A5 (User SL)

2.5.2.1 Office Servers

Customers licensing all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) with Microsoft 365 A3/A5 (User SL) under an Enrollment for Education Solutions (any version) may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 A3/A5 User SL or [External Users](#).

This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

2.5.2.2 Microsoft 365 A3 with Core CAL

Microsoft 365 A3 with Core CAL is available only as a replacement for Education Desktop with Core CAL.

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Enterprise Mobility + Security E3 (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 (User SL)							A	EP,AS,ST	
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 Add-on (User SL)							A	EP,AS,ST	
Enterprise Mobility + Security E3 From SA (User SL)						EO			
Enterprise Mobility + Security E5 (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A5 (User SL)							A	EP,AS,ST	
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A5 Add-on (User SL)							A	EP,AS,ST	
Enterprise Mobility + Security E5 From SA (User SL)						EO			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

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Server Subscriptions for Azure

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SQL Server Standard (2 pack of Core Licenses)									
SQL Server Enterprise Core (2 pack of Core Licenses)									
Windows Server Standard (8 pack of Core Licenses)									
Windows Server CAL									
Windows Server Remote Desktop Services CAL (User)									
Windows Server Active Directory Rights Management Services CAL									

The above licenses will be additionally available through Microsoft Customer Agreement.

2. Product Conditions

Terms of Service: OST (when deployed on Customers Servers: Universal , Per Core – SQL, Per Core/CAL – Windows Server)	Product Pool: N/A	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Version Upgrade Rights

Customers with Server Subscriptions for Azure may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. Similarly, CAL and External Connector License Subscriptions for Azure permit access to new versions of the corresponding software released during the subscription period.

2.2 Deployment Options for Windows Server

2.2.1 Using the Software on Microsoft Azure

If Customer uses Windows Server Virtual Machines on Microsoft Azure, Customer will not be charged for the usage of Windows Server but it must still pay for the cost of compute only (the “Base Instance”). Each set of 16 core licenses entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core licenses entitles use on up to 8 additional Virtual Cores and one Base Instance. Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The Online Services Terms govern use of Windows Server on Azure. During the term of its subscription, Customer may also use RDS CAL Subscriptions for Azure with Windows Server on Azure to permit access to RDS functionality or a graphical user interface hosted on Windows Server using RDS functionality or other technology.

2.2.2 Using the Software on Customer's Servers

Alternatively, Customer may use Windows Server on Servers dedicated to Customer's use. In this case, Windows Server Standard Subscription for Azure licenses (core licenses, CALs and External Connector Licenses) provide the same rights as other volume licensing Windows Server Standard core licenses, CALs and External Connector Licenses, subject to the same terms and conditions as stated in "Use Rights" in the Windows Server product entry of the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers under Self-Hosting, Disaster Recovery, and for Semi-Annual Channel releases (subject to availability). Use of the software is subject to the same terms and conditions, except that the requirement for active SA is waived.

2.2.3 Moving Server Workloads to Azure

Customer may not concurrently allocate Subscription for Azure licenses to Azure and Customer's Servers, except on a one-time basis, for a period not to exceed 31 days, to allow Customer to migrate workloads from Servers dedicated to Customer's use to Azure. Licenses are deemed "assigned to Azure" when Customer uses the software on Azure and may not be redeployed on Customer's Servers for 90 days.

2.3 Deployment Options for SQL Server

2.3.1 Using the Software on Microsoft Azure

Customer may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Subscription for Azure core licenses to consume two or more Microsoft Azure Data Services, a separate set of licenses must be allocated for each service.

Qualified License	Microsoft Azure Data Service	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:4 vCores
	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – Business Critical	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:4 vCore
	SQL Server Enterprise Virtual Machines	1 Core License ¹ :1 vCore
SQL Server Standard (Core)	Azure SQL Database (Managed Instance, Elastic Pool and Single Database) – General Purpose	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	SQL Server Standard Virtual Machines	1 Core License ¹ :1 vCore

¹Subject to a minimum of four Core Licenses per Virtual Machine.

Customer will not be charged for the usage of a Microsoft Azure Data Service, but it must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with its use of the services (as applicable). Customer must indicate that it is using Azure SQL Database (Managed Instance, Elastic Pool and Single Database), Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure. Customers may supplement these workloads running with fully metered Azure services.

2.3.2 Fail-over Rights

When allocating SQL Server Subscription for Azure core licenses for use with SQL Server Virtual Machines on Azure, Customer may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of licenses required to run the primary SQL Server Virtual Machine.

2.3.3 Using the Software on Customer's Servers

Alternatively, Customer may use SQL Server on Servers dedicated to Customer's use. In this case, SQL Server Standard and SQL Server Enterprise Core Subscription for Azure core licenses provide the same rights as other volume licensing SQL Server Standard and SQL Server Enterprise core licenses, respectively, subject to the same terms and conditions as stated in "Use Rights" in the SQL Server product entry in the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers under Self-Hosting, Disaster Recovery, License Mobility across Server Farms, Fail-over Rights, and Unlimited Virtualization* as well as rights to use Machine Learning Server for Windows*, Machine Learning Server for Linux*, Machine Learning for Hadoop*, and Power BI Report Server*. Use of the software is subject to the same terms and conditions, except that the requirement for active SA is waived.

*Subject to availability. Rights applicable for SQL Server Enterprise Core customers only.

2.3.4 Moving Server Workloads to Azure

Customer may not concurrently allocate licenses for use on Azure and assign the same license to a Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure.

2.3.5 License Reassignment

Customer may reassign licenses for use on Azure to Servers dedicated to Customer, provided licenses must remain allocated for use within given environment for a minimum of 90 days after a workload is migrated.

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Microsoft Dynamics 365 Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Dynamics 365 Business Central Premium/Essentials/Team Member (User SL)									
Dynamics 365 Business Central Premium/Team Members Cloud Add-on (User SL)									
Dynamics 365 Customer Engagement Plan (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 Customer Engagement Plan Add-on (User SL)				UC		A,UC		A,ST	
Dynamics 365 Customer Engagement Plan From SA (User SL)						A,UC		A,ST	
Dynamics 365 Plan (User SL)	1					A		A,ST	
Dynamics 365 Plan Add-on (User SL)						A		A,ST	
Dynamics 365 Plan From SA (User SL)						A		A,ST	
Dynamics 365 Unified Operations Plan (User SL)	1					A		A,ST	
Dynamics 365 Unified Operations Plan Add-on (User SL)						A		A,ST	
Dynamics 365 Unified Operations Plan From SA (User SL)						A		A,ST	
Dynamics 365 Unified Operations Device (Device SL)						A		A,ST	
Dynamics 365 Unified Operations Device Add-on (Device SL)						A		A,ST	
Dynamics 365 Unified Operations Device From SA (Device SL)						A		A,ST	
Dynamics 365 Unified Operations Activity (User SL)						A		A,ST	
Dynamics 365 Unified Operations Activity Add-on (User SL)						A		A	
Dynamics 365 Unified Operations Activity From SA (User SL)						A			
Dynamics 365 for Operations Order Lines						A		A,ST	
Dynamics 365 for Customer Service Enterprise (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 for Customer Service Enterprise (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 for Customer Service Professional (User SL)				UC		A,UC		A,ST	
Dynamics 365 for Field Service (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 for Field Service (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 for Marketing (SL)						A		A,ST	
Dynamics 365 for Project Service Automation (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 for Retail (User SL)						A		A,ST	
Dynamics 365 for Retail Add-on (User SL)						A		A,ST	
Dynamics 365 for Retail From SA (User SL)						A		A,ST	
Dynamics 365 for Sales Enterprise (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 for Sales Enterprise (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 for Sales Professional (User SL)						A		A,ST	
Dynamics 365 AI for Sales (User SL)						A		A,ST	
Dynamics 365 for Talent (User SL)						A		A,ST	
Dynamics 365 for Talent Add-on (User SL)						A		A,ST	
Dynamics 365 for Talent From-SA (User SL)						A		A,ST	
Dynamics 365 for Talent Comprehensive Hiring						A		A,ST	
Dynamics 365 for Team Members (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 for Team Members Add-on (User SL)				UC		A,UC		A,ST	
Dynamics 365 for Team Members From SA (User SL)						A,UC		A,ST	
Dynamics 365 - Additional Customer Engagement Portal				UC		A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Portal Page Views				UC		A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Production/Non-Production Instance				UC		A,UC	A	A,ST	

Dynamics 365 - Additional Customer Engagement Database Storage			UC		A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Social Posts			UC		A,UC	A	A	
Dynamics 365 for Field Service - Resource Scheduling Optimization					A		A	
Dynamics 365 for Marketing Additional Contacts					A		A,ST	
Dynamics 365 Unified Operations Plan - Additional Database Storage					A		A	
Dynamics 365 Unified Operations Plan - Additional File Storage					A		A	
Dynamics 365 Unified Operations Plan - Sandbox Tiers 1-5					A		A,ST	
Dynamics 365 Enhanced Support			UC		A,UC	A	A,ST	
Dynamics 365 Pro Direct Support			UC		A,UC	A	A,ST	
Microsoft Relationship Sales solution/Plus					A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All, except Microsoft Relationship Sales
Migration Rights: N/A	Prerequisite: Team Member SLs, From SA User SLs, Add-on User SLs, Marketing Attach, AI for Sales	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All, except Microsoft Relationship Sales	Reduction Eligible (SCE): All, except Microsoft Relationship Sales
Student Use Benefit: N/A	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 Unified Service Desk (USD)

Customers with active Dynamics 365 Customer Engagement Plan, Dynamics 365 Unified Operations Plan or Dynamics 365 Plan subscriptions may install and use USD software for each user.

2.2 Dynamics CustomerSource

Customers with active Dynamics 365 subscriptions may access and use CustomerSource.

2.3 Eligibility for Qualified Offers

Customers with an active agreement, that acquired before November 1, 2016, an Online Service subscription, Software Assurance or Dynamics Enhancement Plan for the Qualifying Products in the table below, may acquire the Corresponding Dynamics 365 Online Services Qualified Offer until November 1, 2019. Volume Licensing and Dynamics Price List (DPL) customers are eligible for this offer when licensing the subscription service in a licensing program other than the one the Qualifying Product was licensed.

Qualifying Product(s)	Corresponding Dynamics 365 Online Services Qualified Offer
Dynamics CRM Online Dynamics AX (online)	Dynamics 365 Qualified Offer
Dynamics CRM Dynamics AX	Dynamics 365 Qualified Offer From SA* Dynamics 365 Qualified Offer Add-on*
Dynamics AX Dynamics NAV Dynamics GP Dynamics SL	Dynamics 365 Business Central Qualified Offer

*Qualifying licenses and corresponding From SA USLs and Add-on USLs are listed in [Appendix C - Add-ons & Other Transition Licenses](#).

2.4 Dynamics 365 Plan for Government

Dynamics 365 Unified Operations Plan, Dynamics 365 for Retail, and Dynamics 365 for Talent are not available in Microsoft 365 Plan for Government.

2.5 Dynamics 365 Customer Engagement Plan and Customer Engagement Apps for Government and Academic

Dynamics 365 Customer Engagement Plan and its individual services, as defined in the Attachment 2 – Subscription License Suites of the [Online Service Terms](#) document, are available for Government and Academic in Open License, Open Value and Open Value Subscription programs.

2.6 Embedded editions of Dynamics 365 Services

Embedded editions of certain Dynamics 365 Services are available through the Microsoft Cloud Agreement. If Customers acquire and use Embedded editions as part of an [Embedded Unified Solution](#), they may not separate the Embedded SL Product from the [Embedded Unified Solution](#) or use it with other applications.

2.7 Prerequisites for Dynamics 365 Team Member SLs

Only customers licensed for Dynamics 365 Plan, Dynamics 365 Customer Engagement Plan, Dynamics 365 Plan, Dynamics 365 Unified Operations Plan, or the plans' component applications may acquire Dynamics 365 Team Members SLs.

2.8 Prerequisites for Dynamics 365 for Marketing Attach, Additional Contacts, and Additional Marketing Instances

Only customers licensed for Microsoft Relationship Sales, Dynamics 365 Plan, Dynamics 365 Customer Engagement Plan, or Dynamics 365 Customer Engagement Plan's component applications may acquire a Dynamics 365 for Marketing Attach license. Customers with the Dynamics 365 for Marketing application included with 10 or more Dynamics 365 Engagement Plan SLs or Dynamics 365 Plan SLs must acquire the Dynamics 365 for Marketing Additional Contacts 8,000 contacts SL before acquiring additional contact packs or additional Marketing instances.

2.9 Prerequisites for Dynamics 365 AI for Sales

Only users licensed for Dynamics 365 for Sales Enterprise, Microsoft Relationship Sales, Dynamics 365 Customer Engagement Plan, or Dynamics 365 Plan may be assigned Dynamics 365 AI for Sales SLs.

2.10 Team Members License Features for Existing Customers

Existing customers with Team Members licenses acquired prior to October 1, 2018 may use existing and newly acquired Team Members licenses in accordance with the service description at <http://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Team-Members-Grandfathering.pdf> through the duration of their existing subscription term and any subsequent subscription term begun prior to July 1, 2020, or through June 30, 2023, whichever is earlier.

2.11 Dynamics 365 for Talent Comprehensive Hiring

The minimum number of Dynamics 365 for Talent Comprehensive Hiring licenses acquired must include enough employee entitlements to meet or exceed the number of workers on Customer's and any of its participating affiliates' payrolls.

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Office 365 Services

34. Office 365 Applications

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business	2	OM			OM, P		A		
Office 365 ProPlus (User SL)		OM			OM, P	E	A	EP,EO,ST	
Office 365 ProPlus From SA (User SL)						E			
Visio Online Plan 1	1	OM			OM, P	A	A	A,ST	
Visio Online Plan 2		OM			OM, P	A	A	A,ST	
Visio Online Plan 2 Add-on (User SL)						A			
Visio Online Plan 1 and 2 From SA (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Applications	Extended Term Eligible: Visio Online
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): Visio Online
Student Use Benefit: See Appendix H	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 Media Eligibility for Office 365 Pro Plus with Windows To Go Rights

If a user to whom Customer has assigned an Office 365 ProPlus License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Office 365 ProPlus on one of the five permitted devices pursuant to the terms of service for Office 365 ProPlus, that user may 1) install one copy of the Office Professional Plus 2013 software on the USB drive used for Windows to Go Rights, and 2) use the Office Professional Plus 2013 software on that USB drive on any device. Upon termination of Customer's Office 365 ProPlus subscription it must uninstall Office Professional Plus 2013 software from the USB drive.

2.2 Open Value Subscription Migration Period

For each unit of Office 365 ProPlus, Enterprise E3/E5, or A3/A5 User SLs Customer activates on or before the expiration of their Open Value Subscription agreement (the "Expiration Date"), Customer may continue to use the copy of Office Standard or Professional Plus licensed to them under an Open Value Subscription agreement. This right expires 180 days after the Expiration Date. Use of Office Standard or Office Professional Plus during this period is subject to the Use Rights effective on the Expiration Date.

2.3 Deployment Rights for Visio

Visio Online Plan 2 users may install and use a single copy of either Visio Standard 2016 or Visio Professional 2016, or a prior version of the Visio software as follows:

- a. if the user is licensed for Office Standard or Office Professional Plus¹; and
- b. only on the device on which Office is installed on.

¹Users licensed for Office Professional Plus under a Microsoft 365 From SA User SL that began prior to August 1, 2019 are eligible for this right.

2.4 Multi-Geo Capabilities in Office 365

Multi-Geo Capabilities in Office 365 subscriptions are subject to the following:

- a. A minimum of 2,500 Office 365 Services subscriptions per Customer;
- b. A minimum of 5% of the Office 365 Services subscriptions within a tenant have a corresponding Multi-Geo Capabilities in Office 365 subscription; and
- c. Except for the initial provisioning of a Multi-Geo Capabilities in Office 365 subscription, Geo moves per month are limited to the lesser of (i) 4,000 or (ii) 5% of Customer's Multi-Geo Capabilities in Office 365 subscriptions.

For this clause Office 365 Services means Online Services that include one of the following: F1, E1, E3, and E5 versions of Office 365 or Microsoft 365 or Plans 1 or 2 of Exchange Online, OneDrive for Business or SharePoint Online.

2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

2.5.1 Extended Use Rights

2.5.1.1 Office Professional Plus

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

2.5.1.2 Office 365 ProPlus

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions, School Agreement or an Enrollment for Education Solutions (pre-2017), Institution is eligible to acquire Licenses for Office 365 ProPlus for all full- or part-time students enrolled in any educational institution that is part of Institution's defined Organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.5.2 Lab and Library Use

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install Office Professional Plus software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

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35. Office 365 Suites

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business Essentials		OM			OM, P		A		
Office 365 Business Premium		OM			OM, P		A		
Office 365 A1 (User SL)	1						A	A,ST	
Office 365 A3 (User SL)	(1)						A	AS,EP	
Office 365 A5 (User SL)	(1)							AS,EP	
Office 365 A5 Add-on (User SL)								AO,EO,ST,AS	
Office 365 Enterprise E1 and E3 (User SL)	1	OM		UC	EO,OM, P	EO,UC			
Office 365 Enterprise E1 and E3 Add-on (User SL)	1			UC	OW	EO,UC			
Office 365 Enterprise E1 and E3 From SA (User SL)						EO,UC			
Office 365 Enterprise E5 (User SL)	1			UC		EO,UC			
Office 365 Enterprise E5 Add-on (User SL)					OW	EO			

Office 365 Enterprise E5 From SA (User SL)					EO,UC			
Office 365 Enterprise E3 without ProPlus Add-on (User SL)					EO,UC			
Office 365 Enterprise F1 (User SL)	1		UC		A,UC			

2. Product Conditions

Terms of Service: OST	Product Pool: All Application and Server (E1 and F1 Server only), MPSA – All Application only	Extended Term Eligible: Enterprise, A3/A5, Government, F
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: Enterprise, A3/A5, Government, F	Reduction Eligible (SCE): F1
Student Use Benefit: See Appendix H	True-Up Eligible: Enterprise (except From SA), F	Add-ons and From SA: See Appendix C

2.1 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

2.1.1 Extended Use Rights for Office Professional Plus

Each [Licensed User](#) assigned an Office 365 A3/A5 User SL may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

2.1.2 Extended Use Rights for Office 365 ProPlus

Institutions with Office Professional Plus Software Assurance assigned to all faculty and staff are eligible to acquire [Licenses](#) for Office 365 ProPlus for all faculty and staff part of Institution's organization at no additional cost to Institution. [Licenses](#) acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.1.3 Lab and Library Use

Institutions with Office 365 A3/A5 User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install Office Professional Plus software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

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36. Microsoft Stream

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Stream Plan 1 (User SL)					P	A		A,ST	
Microsoft Stream Plan 2 (User SL)					P	A		A,ST	
Microsoft Stream Plan 2 Add-on (User SL)						A			
Microsoft Stream Storage Add-on (500GB)					P	A		A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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37. Microsoft MyAnalytics

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft MyAnalytics (User SL)		OM		UC	P	A,UC	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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38. Office 365 Advanced Compliance

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Advanced Compliance (User SL)		OM		UC	P	A,UC	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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39. Exchange Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Exchange Online Plan 1 (User SL)		OM		UC	OM, P	A,UC		A	
Exchange Online Plan 1 Add-on (User SL)		OM		UC	P	A,UC	A		
Exchange Online Plan 1A for Alumni (User SL)								A	
Exchange Online Plan 2 (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Kiosk (User SL)				UC		A,UC			
Exchange Online Archiving for Exchange Online (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Archiving for Exchange Server (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Protection (User SL)		OM		UC	OM, P	A,UC	A	A	
Office 365 Advanced Threat Protection (User SL)		OM		UC	P	A,UC	A	A,ST	
Office 365 Data Loss Prevention (User SL)						A			
Office 365 Threat Intelligence (User SL)		OM			P	A		A,ST	
Import Service for Office 365						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: Product List - March 2014 (Exchange Hosted Archive)	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

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40. OneDrive for Business

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
OneDrive for Business Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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41. Project Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Project Online Essentials (User SL)	1	OM			P	A,UC	A	A,ST	
Project Online Essentials Add-on (User SL)						A,UC			
Project Online Professional (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Professional Add-on (User SL)						A,UC			
Project Online Professional From SA (User SL)						A,UC			
Project Online Premium (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Premium Add-on (User SL)						A,UC			
Project Online Premium From SA (User SL)						UC			

2. Product Conditions

Terms of Service: OST	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 Deployment Rights for Project

Project Online Professional or Project Online Premium users may install and use a single copy of either Project Standard 2016, Project Professional 2016 or a prior version of Project software as follows:

- if the user is licensed for Office Standard or Office Professional Plus¹; and
- only on the device on which Office is installed on.

¹Users licensed for Office Professional Plus licensed under the Microsoft 365 From SA User SL that began prior to August 1, 2019 are eligible for this right.

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42. SharePoint Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SharePoint Online Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			
SharePoint Online Plan 1 Add-on (User SL)						A			
Office 365 Extra File Storage 1 GB (Add-on SL)	1	OM		UC	P	A,UC	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All

Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	Add-ons and From SA: See Appendix C

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43. Audio Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Skype for Business Online Plan 2 (User SL)	1	OM		UC	OM, P	A,UC			
Phone System (User SL)		OM		UC	P	A,UC		A,ST	
Audio Conferencing (User SL)		OM		UC	P	A,UC	A	A,ST	
Calling Plan (User SL)				UC		A,UC		A,ST	
Common Area Phone (Device SL)						A,UC		A,ST	
Communication Credits						A,UC			
Meeting Room (Device SL)						A		A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Communication Credits)	Reduction Eligible (SCE): All (except for Communication Credits)
Student Use Benefit: N/A	True-Up Eligible: All (except for Communication Credits)	Add-ons and From SA: See Appendix C

2.1 Skype Mac

Skype for Business Online Plan 2 requires the separate purchase and installation of Skype for Business 2019 to access the complete feature set of Skype for Business Online Plan 2.

2.2 Communication Credits

Communication Credits require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Communication Credits are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

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44. Workplace Analytics

Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Workplace Analytics (User SL)	1					A			

Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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Other Online Services

45. Bing Maps

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Bing Maps Enterprise Platform (SL)	25				P	A			
Mobile Asset Management Platform (SL)	25				P	A			
Bing Maps Internal Website Usage 100K Transactions (SL)	125				P	A			
Bing Maps Internal Website Usage 500K (and higher) Transactions (SL)	200				P	A			
Bing Maps Known Per User (SL)	1				P	A			
Bing Maps Known 5K User (SL)	200				P	A			
Bing Maps Light Known 500 User (SL)	1				P	A			
Bing Maps Light Known 5K User (SL)	125				P	A			
Mobile Asset Management Per Asset (SL)	1				P	A			
Mobile Asset Management Distance Matrix Per Asset Automatic					P	A			
Mobile Asset Management Distance Matrix Per Asset Manual					P	A			
Mobile Asset Management Truck Routing Per Asset					P	A			
Mobile Asset Management Drive Analytics Per Asset					P	A			
Bing Maps Public Website Usage 100K Transaction (SL)	50				P	A			
Bing Maps Public Website Usage 500K (and higher) Transactions (SL)	200				P	A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Billable Transactions

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Public Website Usage Add-on SL or Bing Maps Internal Website Usage Add-on SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

2.2 Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset
- Drive Analytics Per Asset

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46. Business Application Platform

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Flow Plan 1 (User SL)						A		A,ST	
Microsoft Flow Plan 2 (User SL)						A		A,ST	

Microsoft PowerApps Plan 1 (Device and User SL)					A		A,STA,ST	
Microsoft PowerApps Plan 2 (User SL)					A		A,ST	
Power BI Premium EM1					A			
Power BI Premium EM1 A							A,ST	
Power BI Premium EM2					A			
Power BI Premium EM2 A							A,ST	
Power BI Premium EM3					A			
Power BI Premium EM3 A							A,ST	
Power BI Premium P1					A			
Power BI Premium P2					A			
Power BI Premium P3					A			
Power BI Premium P4					A			
Power BI Premium P5					A			
Power BI Premium Promo					A			
Power BI Pro	1	OM		UC	OM, P	A,UC		
Power BI Pro A	1	OM					A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Flow, PowerApps
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: Power BI Pro	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: Flow, PowerApps	

2.1 Power BI Report Server – Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of [Instances](#) of the Power BI Report Server software in a [Physical OSE](#) or [Virtual OSE](#) on a Server dedicated to Customer's user or a [Virtual OSE](#) on shared servers on Microsoft Azure Services only. Customer may run the Power BI Report Server software in a Physical or [Virtual OSE](#) with up to the number of cores included under its Power BI Premium P plan. If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs an additional subscription license for each additional [Hardware Thread](#) mapped to that [Virtual Core](#).

2.2 Power BI Report Server – Sharing Content

A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

2.3 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one [OSE](#) for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software.

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47. GitHub Enterprise

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
GitHub Enterprise (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 GitHub Enterprise

Customer's Licensed Users may access and use both the GitHub Business Cloud online service (formerly known as Business Cloud) and GitHub on-premises software (formerly known as GitHub Enterprise or GHE), as included in GitHub Enterprise. Notwithstanding anything to the contrary in these Product Terms or the OST, access rights must be allocated to users as provided in the GitHub supplemental terms available at https://aka.ms/github_terms. Users accessing multiple on-premises instances will require one SL per instance.

2.2 Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

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48. Microsoft Kaizala Pro

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Kaizala Pro (User SL)	1					EO, A		A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Geographic Availability

Kaizala is only available in Argentina, Bangladesh, Brazil, Cambodia, Chile, Colombia, Egypt, Ethiopia, India, Indonesia, Israel, Jordan, Kenya, Lebanon, Malaysia, Mexico, Morocco, Nigeria, the Philippines, Rwanda, Saudi Arabia, Singapore, South Africa, Tanzania, Thailand, Turkey, Uganda, and Vietnam.

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49. Microsoft Cloud App Security

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Cloud App Security (User SL)	1	OM			P	A	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: All	

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50. Microsoft Intune

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Intune (User SL)	1	OM			P	EO, A	A		
Microsoft Intune Add-on (User SL)	1	OM			P	A	A	A,ST	
Microsoft Intune for Devices (Device SL)		OM			P	A			
Microsoft Intune User SL Add-on Extra Storage 1 GB	1					A		A,ST	
Microsoft Intune for EDU (Device SL)							A,EO		
Microsoft Intune for EDU (User SL)								A,ST	
Microsoft Intune for EDU Add-on (User SL)							A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except Microsoft Intune for EDU (Device SL))	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 Microsoft Intune for EDU (Device SL)

2.1.1 Term

The term of the Microsoft Intune for EDU (Device SL) subscription ("Intune Device SL") is six years from the date of order. If an Intune Device SL extends beyond the expiration of Customer's volume license agreement under which the Intune Device SL was purchased, the terms of such agreement will survive as necessary for the duration of the Intune Device SL.

2.1.2 Cancellation and Reassignment

The Microsoft Intune for EDU (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the Intune Device SL was previously assigned to.

2.2 Microsoft Intune (Device SLs)

Microsoft Intune for Devices is a new Intune service. Microsoft Intune (Device SLs), as an alternative to User SLs, are no longer available. Customers with existing Microsoft Intune (Device SLs) can continue to use them subject to the Use Rights in the October 2018 OST. The service may be used under Microsoft Intune (Device SLs) acquired via true-up rights subject to those same Use Rights.

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51. Microsoft Learning

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Learning Imagine Academy	75						A	A	
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A	
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75						A	A	
Microsoft Learning MTA/MCA Certification 125 Exam Site License (Services SL)	125						A	A	
Microsoft Learning MOS/MCE Certification 125 Exam Site License (Services SL)	125						A	A	
Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License (Services SL)	125						A	A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

2.2 Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License

Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site [License](#). The site [License](#) will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

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52. Minecraft: Education Edition

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Minecraft: Education Edition	1							AO,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: N/A	

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Glossary

Attributes

Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

Additional Software: Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

Add-ons and From SA: Indicates the Product is available as an Add-on, and/or From SA. Refer to [Appendix C - Online Services Add-ons & Other Transition Licenses](#) for details.

Client Access Requirement: Indicates whether or not a Server Product requires CALs for access by users and devices.

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to [Servers – Disaster Recovery Rights](#) section of [Appendix B – Software Assurance](#) for details.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Extended Term Eligible: Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

External User Access Requirement: Indicates specific license requirements or options for access by [External Users](#).

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances of the Product in conjunction with software running on the [Licensed Server](#), in anticipation of a fail-over event. Passive fail-over Instances may be run in either a separate [OSE](#) on the [Licensed Server](#) or on a different [Server](#) dedicated to Customer's use. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the License Server and access license, if any.

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

License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of [Appendix B – Software Assurance](#) for details.

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

Migration Rights: Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

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

Prerequisite (SA): Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

Prior Version: Earlier versions of Product and their Date Available.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the [Universal License Terms](#) for details.

Online Subscription Program (OSP): The Product is available in an Online Subscription program.

Product Pool: Indicates the grouping of Products that the Product belongs to for the purposes of determining pricing discounts. There are three Product pool categories; Application, Server and System.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions governing deployment and use of the Product are included below the Use Rights table.

Promotions: Indicates that limited time offers apply to the Product as described in [Appendix F – Promotions](#).

Qualified User Exemption: Exemption applicable to users who access Products solely under one of these licenses. These users are exempt from being counted as a Qualified User under Customer's volume licensing agreement, notwithstanding anything to the contrary in that agreement.

Reduction Eligible: An Online Service for a customer that has an Enterprise Enrollment, Enterprise Subscription Enrollment, Microsoft Azure Enrollment or Enrollment for Education Solutions can report a reduction in licenses or Allocated Annual Commitment.

Reduction Eligible (SCE): Products for which a Server & Cloud Enrollment customer can report a reduction in subscription licenses or future Allocated Annual Commitment after 12 continuous months.

Roaming Rights: An SA benefit that permits the [Primary User](#) of a [Licensed Device](#) certain access and use rights. The [Primary User](#) may use a [Qualifying Third Party Device](#) to (i) remotely access and use permitted Instances or copies of the software running on [Servers](#) dedicated to Customer's use, (ii) locally use a permitted Instance or copy in a [Virtual OSE](#), or (iii) locally access a permitted Instance or copy of the software on a USB drive via Windows to Go, in each case solely for work-related purposes while the user is not on Customer's premises. No other user may use the software under the same [License](#) at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

SA Equivalent Rights: Software [SLs](#) acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as [Licenses](#) with SA coverage.

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers – Self Hosted Applications section of [Appendix B – Software Assurance](#) for details.

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in [Appendix B – Software Assurance](#).

Student Use Benefit: The option for Institutions that license a qualifying Product for their Organization-wide count to license a Product for use by their Students at a ratio of 1:15 or 1:40 Students per [Education Qualified User](#) or [Knowledge Worker](#) (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in [Appendix H – Student Use Benefits and Academic Programs](#). Such Student Licenses may not be counted toward minimum order requirements. The License Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

Suite: A Product that is comprised of components that are also licensed separately. A suite is licensed under a single [License](#) that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

True-Up Eligible: An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

UTD Discount: An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a [License](#) for the corresponding qualifying Product.

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Cell Values

Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

A = Additional Product: The Product is offered as an Additional Product.

AO = Additional Product Organization Wide: The Product is offered as an Additional Product and must be ordered organization-wide.

AF = Additional Product Faculty: The Product is offered as an Additional Product for the School program and must be licensed on an Organization-wide basis covering all Faculty and Staff.

AP = Additional Product in EES 2017: The Product is offered as an Additional Product for the Enrollment for Education Solutions (with a publication date on or after October 2017).

AS = Additional Product School: The Product is offered as an Additional Product for the School program only.

E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

ED = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions (with a publication date prior to October 2017) and Open Value Subscription – Education Solutions and must be licensed on an Organization-wide basis covering all Faculty and Staff.

EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

EP = Education Platform Product: The Product is offered as an Education Platform Product under the Enrollment for Education Solutions (with a publication date on or after October 2017) and must be licensed on an Organization-wide basis covering all [Education Qualified Users](#) or [Knowledge Workers](#) or for the full Student Count.

OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

OW = Organization-wide: Available under the Organization-wide option.

P = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

S = Student Offering School Only: The Product is offered as a Student Offering under School Program only and must be ordered for the full Student Count.

SD = School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under School Program. An SD is counted as three units.

ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

UC = United States Government Community Cloud Service: The Online Service is offered as a Government Community Cloud (U.S. only) Service. For UC availability for Online Service suites, refer to the Program Availability table for each of the suite's components.

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Column Headings

Column Headings appear in the Program Availability table for each Product Entry and organize program availability information by program, offering type, points and availability dates.

CSP = Microsoft Cloud Agreement: Microsoft Cloud Agreement is used in the Cloud Solution Provider program.

DA = Date Available: The date a Product is first available, designated as month/year. For software, it is the earlier of the date Microsoft makes licenses available for ordering or available for download from the Volume Licensing Services Center (VLSC).

EA/EAS = Enterprise Agreement and Enterprise Subscription Agreement: Includes Enterprise and Enterprise Subscription Enrollments, including the Server Cloud Enrollment.

EES = Enrollment for Education Solutions: Includes Enrollment for Education Solutions and the School Enrollment under the Campus and School Agreement (CASA).

L = License: Point value designated for the software License indicated. If point value is parenthesis, that is the value for CASA.

L/SA = License and SA: Point value designated when License and SA is offered for purchase at the same time.

MPSA = Microsoft Products and Services Agreement.

OL = Open License: Open License includes Open License, Open License for Academic, Open License for Government, and Open License for Charity, where available.

OV/OVS = Open Value and Open Value Subscription: Includes Open Value, Open Value Subscription, Open Value for Government, and Open Value Subscription for Government.

OVS-ES = Open Value Subscription – Education Solutions.

Point = The value assigned to a Product used to calculate the volume pricing level applicable to Customer's volume licensing agreement.

SA = Software Assurance: Point value designated when SA is offered for the software indicated.

S/S+ = Select and Select Plus: This also includes Select for Academic, Select Plus for Academic, Select for Government, and Select Plus for Government.

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Definitions

Academic Program means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription – Education Solutions.

Add-on means a license that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses). An Add-on license is assigned to a single Qualified User (as defined in Customer's Enrollment) or to the same Server or device as the Qualifying License(s). For any Add-on User SL not appearing individually in OST, the license terms applicable to a full User SL for the same service apply.

Additive CAL means a [CAL](#) that must be used on conjunction with a base [CAL](#).

Additive External Connector License means an [External Connector License](#) that must be used in conjunction with a base [External Connector License](#).

CAL means client access license, which may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

CAL Equivalent License means a User [SL](#) or [External Connector License](#) identified in a Product's "Server Software Access" table, or a [CAL](#) suite or [SL](#), as identified in the CAL Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the [License](#) after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an [OSE](#) running a client operating system.

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

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

Core Factor means a numerical value associated with a specific [Physical Processor](#) for purposes of determining the number of Licenses required to license all of the [Physical Cores](#) on a [Server](#).

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

Education Qualified User means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

Embedded Unified Solution means a business application developed by Customer's Reseller that the Reseller licenses to Customer that adds significant and primary functionality to an Embedded SL Product.

External Connector License means a License assigned to a **Server** dedicated to Customer's use that permits access to the corresponding version of the server software or earlier versions of the server software by **External Users**.

External Users means users that are not employees, onsite contractors or onsite agents of Customer or its Affiliates.

Government Community Cloud (U.S. only) means Online Services that are available exclusively to the Community. Use Rights for government community cloud services are equivalent to those of their standard multitenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Graduate means a Student who has (1) completed a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

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

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

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

Knowledge Worker means any employee (including a Student employee), contractor, or volunteer of or for the Institution who uses a Product or Qualified Device for the benefit of the institution or within the user's relationship with the Institution. This definition does not include users of any Product identified in the Product Terms as excluded from the definition of Knowledge Worker.

License means the right to download, install, access and use a Product.

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

License Mobility through Software Assurance Partner means an entity identified at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> and authorized by Microsoft to host customers' software on shared servers.

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

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

Management License (ML) means a License that permits management of one or more **OSEs** by the corresponding version of the server software or any earlier version of the server software. 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.

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a **CAL** suite or **SL**, as identified in the Management License Equivalent Licenses Table, [Appendix A](#), as applicable. A **CAL** suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

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

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

Physical Core means a core in a **Physical Processor**.

Physical OSE means an **OSE** that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the **Physical OSE**.

Physical Processor means a processor in a physical hardware system.

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

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

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

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

SL means subscription **License** that allows access to software or a hosted service for a defined period of time.

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

Server Farm means a single data center or two data centers each physically located either in time zones not more than four hours apart, or within the EU or EFTA. A data center can be moved from one Server Farm to another, but not on a short-term basis. (EU is European Union; EFTA is European Free Trade Association).

Step-up means a license purchased in addition to (and associated with) a previously acquired base license. For any Step-up User SL not appearing individually in the OST, the license terms applicable to the equivalent full User SL apply.

Student means any individual enrolled in any educational institution that is part of Institution's Organization whether on a full-time or part-time basis.

Student Qualified Device means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

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

Web Workload (also referred to as "**Internet Web Solutions**") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees.

Software in Internet Web Solutions is used to run:

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

Windows Server Container with Hyper-V isolation (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one **Virtual OSE**.

Windows Server Container without Hyper-V isolation (formerly known as, Windows Server Container) is a feature of Windows Server software.

Windows Software Components means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.

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Appendix A – CAL/ML Equivalent Licenses

Rights to access server software running on Customer's [Licensed Servers](#) or to [Manage OSEs](#) are available under [CAL](#) suites and Online Services [SLs](#). If a cell is shaded blue in a server's row, the [CAL](#) suite or [SL](#) in that column satisfies the [License](#) requirement for access to (or management of) that [Server](#) Product's base or additive functions. [CAL](#) suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the [Server](#) Product.

Servers	Office 365 Enterprise/Education			Core CAL					Enterprise CAL					Enterprise Mobility + Security		Microsoft 365 Education			Microsoft 365			Dynamics 365 Enterprise		
	E1	E/A3	E/A5	Suite	Bridge O365	Bridge Intune	Bridge O365 + Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365 + Intune	Bridge EMS	E3	E5	A3 with Core CAL	A3	A5	F1	E3	E5	Customer Eng	UnOps	Plan
Exchange Server 2019 Standard																								
Base																								
Additive																								
Exchange Server 2019 Enterprise																								
Base																								
Additive																								
SharePoint Server 2019																								
Base																								
Additive																								
Microsoft Audit and Control Management Server 2013																								
Base																								
Skype for Business Server 2019																								
Base																								
Additive(Ent)																								
Additive (PLs)																								
Windows MultiPoint Server 2016 Premium (Academic only)																								
Base																								
Additive																								
Windows Server 2019 Standard																								
Base																								
Additive (RMS)																								
Additive (MIM)																								
Windows Server 2019 Data Center																								
Base																								
Additive (RMS)																								
Additive (MIM)																								
Advanced Threat Analytics 2016																								
Management																								
System Center Configuration Manager 1606																								
Management																								
System Center Endpoint Protection 1606																								
Management																								
Microsoft Dynamics 365 On-premises Server																								
Sales																								

[Cust Service](#)

Microsoft Dynamics 365 On-premises Operations Server

[Operations](#)

Note: Note: Office 365 A1, Microsoft 365 A1, and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. With the exception of Advanced Threat Analytics 2016 and System Center Configuration Manager 1606, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in this table. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.

Appendix B – Software Assurance

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the [License](#) or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual [Licenses](#), the transferee may acquire SA for such transferred [Licenses](#) within 30 days from the date of transfer and provided that the transferor maintained active SA for the [Licenses](#) up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), within 90 days from the date of purchase as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 or 2019 from an OEM may acquire SA for Microsoft Office Standard in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Customers who acquire Windows Server 2016 from an OEM prior to December 31, 2019 may acquire SA for Windows Server within 90 days from the date of OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

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Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred [Licenses](#) via SA prior L SKUs must buyout their [Licenses](#) before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual [License](#) and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the Attachment E

day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs: Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE Client MLs: Customers renewing SA for client MLs can switch between User and OSE.

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Migration License for Discontinued or End-of-Life Products

“Qualifying License,” as used here, refers to a [License](#) with SA coverage as of the date specified and for the Product identified in the product entry referencing this section.

“Migration License,” as used here, refers to rights granted in the Product Entry referencing this section.

Unless stated otherwise in the Product Entry:

- Customer may upgrade to and use software under a Migration License in place of software covered by the Qualifying License. The Customer may not use software under both licenses simultaneously.
- Migration Licenses are granted on 1:1 for each of Customer’s Qualifying Licenses.
- If Customer acquired perpetual rights to use software under a Qualifying License, the rights to use software acquired under the Migration License are likewise perpetual; otherwise, rights acquired under a Migration License expire when the underlying Qualifying License expires.
- Upon expiration of SA coverage on the Qualifying License, Customer may acquire SA for the same version and edition of the Product covered by the Migration License, without the need to first acquire separate new Licenses. This option does not apply to customers buying licenses under subscription programs (e.g., Enterprise Subscription Agreements or Open Value Subscription agreements).
- Customer may not transfer Migration Licenses separately from Qualifying Licenses.
- Subsequently acquired licenses for the same discontinued Product under the same enrollment term under an Enterprise or Enterprise Subscription Agreement, Open Value Subscription or Enrollment for Education Solutions, as part of Customer’s scheduled true-up process are also Qualifying Licenses for purposes of the license grant. Coverage for Products under subscription agreements must be continuous.

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Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer’s SA spend on a given set of qualifying products within a pool. For these purposes, “SA spend” is not literally Customer’s actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership (“SAM”) is required for some benefits. Customer’s access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office Online, Office Online Server	X		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	
Windows Thin PC		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	

Training Vouchers	X	X	
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers – Disaster Recovery Rights			X
License Mobility			X
Servers – Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the [License Terms](#) for that version.

Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for the following benefits:

- Planning Services
- Training Vouchers
- 24x7 Problem Resolution Support (Phone) in MPSA only

Software Assurance Benefits points are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Points cannot be combined across agreements, enrollments, or Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Windows Desktop Operating System Products, Microsoft Dynamics AX Task CAL	1
Microsoft Dynamics 365 for Customer Service CAL, Microsoft Dynamics 365 for Sales CAL, Dynamics 365 for Operations Server, Microsoft Dynamics 365 for Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2
Windows Server Standard (2-packs of Core Licenses), System Center Standard Server Management License (2-packs of Core Licenses)	5
Windows Server Datacenter (2-packs of Core Licenses), System Center Datacenter Server Management License (2-packs of Core Licenses)	10
SQL Server Standard edition, Windows Server Standard edition, System Center Standard Server Management License (2-processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, and Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 Operations CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

Note: For SQL CALs, see the CAL Suites table in this section

Office Online Services and Office Online Server

Users of a device licensed with the qualifying applications may access Office Online services and Office Online Server for editing documents from the [Licensed Device](#). The Primary User of the [Licensed Device](#) may access Office Online services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard Office Professional Plus Office for Mac Standard	Office Online for Office 365 Office Online Server

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office Online service.

Planning Services

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of SA Benefit points from qualifying licenses. The number of days Customer receives for the available Planning Services offerings are combined into a pool of Planning Services days.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics AX Task CAL	1
Microsoft Dynamics 365 for Customer Service CAL, Microsoft Dynamics 365 for Sales CAL, Dynamics 365 for Operations Server, Microsoft Dynamics 365 for Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2

SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2013 and Microsoft Dynamics CRM Server 2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 for Operations CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, System Center 2012 Datacenter Server Management License (2-processor)	75

Note: For SQL CALs, see the CAL Suites table in this section

The total points Customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/or Server Licenses Points	200-499	→1,999	→3,999	→29,999	→49,999	→99,999	→199,999	→399,999	→599,999	600,000+
Office Planning Services Days	1	3	5	10	15	20	30	40	50	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	200-3,999	→9,999	→99,999	→299,999	→599,999	→600,000+
Office Planning Services Days	1	3	5	7	10	12

Customers may select from available Planning Service offerings provided by qualified Microsoft Partners or Microsoft Affiliates. A list of available services can be found at <http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx>.

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings. Upon request customers can also convert (and un-convert) unused Training Voucher days (see the Training Voucher benefit) at a rate of three Training Voucher days into one Planning Service Day, if they (i) are currently eligible for the Training Voucher benefit, (ii) have activated their Training Voucher benefit, and (iii) have at least 3 unclaimed training days from Training Voucher benefit available for conversion.

- Planning Services may be delivered to Customer by qualified Microsoft Partners or Microsoft Affiliates. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider Customer can view the list of Qualified Providers here: <http://directory.partners.extranet.microsoft.com/psbproviders>
- Planning Services engagements provide services that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower Customer's Planning Services entitlement days.
- Voucher types may not be combined. Planning Services engagements must not exceed the maximum specified duration per engagement type.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. The tables above show service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of service days. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with Customer's Microsoft account team for that purpose.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers granting a specific number of training days as described below.

Program	Office System Application Pool products	Systems Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses or points	1 day per 50 licenses or points

SAM 250-2,399	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,400-5,999	30 days*	15 days*
SAM 6,000-14,999	50 days*	25 days*
SAM 15,000 – 29,999	110 days*	55 days*
SAM 30,000 – 49,999	160 days*	80 days*
SAM 50,000 – 99,999	250 days*	125 days*
SAM 100,000 – 199,999	400 days*	200 days*
SAM 200,000 – 399,999	600 days*	300 days*
SAM 400,000 – 599,999	800 days*	400 days*
SAM 600,000 +	1400 days*	700 days*

*Number of days per eligible enrollment, agreement, or Purchasing Account

- Services provided may include, but are not limited to, Microsoft Official Learning Products either provided directly from Microsoft, through a Microsoft authorized Learning Product reseller or through a Microsoft Partner in the Learning Program (Microsoft Learning Partner).
- Services provided by Microsoft Partners in the Learning Program are provided under an agreement between Customer and the qualified Microsoft Partner.
- Instructor led courses delivered through a Microsoft Learning Partner in an accelerated format require voucher days equivalent to the number of course days for the course delivery set in the SATV Voucher Validation and Reservation System.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Vouchers used to purchase Microsoft Official Learning Products may not be transferred or sold.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower Customer's Training Vouchers service level eligibility.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.
- Microsoft Official Learning Products available may change at any time without notice.
- The amount of days required to purchase a Microsoft Official Learning Product may change at any time.

Microsoft Home Use Program

The Microsoft Home Use Program provides Customer's employees the right to acquire Microsoft products or services made available through the Microsoft Home Use Program website(s). Customer's employees may choose to purchase from either the Online Services or Software option.

Online Services

The threshold requirement for participation in the Microsoft Home Use Program, for purchase of Online Services, is waived for Customers with SAM coverage for the Application pool. Customer's employees may acquire a single subscription of either Office 365 Home or Office 365 Personal through the Microsoft Home Use Program website.

Office 365 Home or Office 365 Personal subscriptions acquired through the Microsoft Home Use Program website may currently be renewed at the then current Microsoft Home Use Program price regardless of employment or Customer's SAM coverage status.

Software

Customer's employees, who are users of the licensed qualifying desktop applications identified in the table below may acquire a single License for the corresponding Home Use Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

Home Use Software Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding qualifying desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the qualifying desktop application, or upon the employee's installation and use of any prior or later version of that qualifying desktop application pursuant to a Home Use Program license.

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2013/2016/2019	Office Professional Plus 2019 HUP,
Office Professional Plus 2013/2016/2019	Office 2019 for Mac Home & Business with Skype for Business DL HUP

Office for Mac Standard 2011/Office 2016 for Mac Standard/Office 2019 for Mac Standard	
Access 2013/2016/2019 Excel 2013/2016/2019 PowerPoint 2013/2016/2019 InfoPath 2013 Lync 2013 OneNote 2013/2016 Outlook 2013/2016/2019 Publisher 2013/2016/2019 Skype for Business 2015/2019 Word 2013/2016/2019	Office Professional Plus 2019 HUP, Office 2019 for Mac Home & Business with Skype for Business DL HUP
Visio Standard 2013/2016/2019 Visio Professional 2013/2016/2019	Visio Professional 2019 HUP
Project Standard 2013/2016/2019 Project Professional 2013/2016/2019	Project Professional 2019 HUP

The terms of use for products and services acquired through the Home Use Program software are between Microsoft and Customer's employee and are accessed through the Microsoft Home Use Program website(s).

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Microsoft may terminate a customer's participation in the Microsoft Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Microsoft Home Use Program website in connection with that customer's program code.

For more information on the Microsoft Home Use Program, refer to <http://www.microsoft.com/licensing> or <https://businessstore.microsoft.com/store/home-use-program>.

24x7 Problem Resolution Support

Customers (other than those purchasing through Academic Programs) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products. Microsoft will make reasonable efforts to assist Customer with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and may refer Customers to an additional service level agreement which may require an additional charge.

Products that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Microsoft can add support for new Products or discontinue support for existing Products. Microsoft will notify Customer if Customer's implementation of Microsoft products cannot be supported. If Customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, Microsoft may provide a modification to the commercially available Microsoft Product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Customer's specific problems and are not regression tested.

Phone Support Incident Awards for all programs except MPSA

The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment, Select Plus registration, Open Value Agreement or Open License Authorization number. Microsoft will award one incident for each Server SA or CAL SA spend of at least \$20,000. Microsoft will award one incident for each Systems Pool or Applications Pool SA spend of at least \$200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award Increments	IW / Client - Incident Award Increments
US Dollar	USD	\$20,000	\$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	S Fr. 33,000	S Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	21,500	215,000

UK Pound	GBP	£13,500	£135,000
Japanese Yen	JPY	JPY 2,400,000	JPY 24,000,000
Korean Won	KRW	KWD 24,000,000	KWD 240,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 660,000	RUB 6,600,000

Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Phone Support Incidents Awards for MPSA

The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of Customer's SA coverage, regardless of whether or not Customer has chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Web-Based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OL	OV	S/S+: EA Level A	S/S+: EA Level B	S/S+: EA Level C & MPSA	S/S+: EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16

Service Level for Software Assurance Customers

Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact: Customer's business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources at Customer site as required.	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Customer's business is substantially functioning with minor or no impediments of services.	1st response in one business day or less based on support offering Effort during Business Hours only	Accurate contact information on case owner Responsive within one business day.

¹ Contact Microsoft representative for local business hours.

² Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to Unified Support, Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service or Unified Support plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS incidents. SA PRS incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to Customer's SA allowance.

Additional Business Provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone incident awards during the present or future award periods.

SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy in line with a Customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500

Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EURO	EUR	268,750
UK Pound	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If Customer becomes eligible for Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility

Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The number of permitted support contacts for MPSA is 8 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer's Premier Services Agreement.

Note: Customers currently licensed for PDW maintain this benefit as detailed in the [June 2016 Product Terms](#).

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Enterprise Edition [Step-Up License](#) Volume Licensing Brief:

<http://www.microsoft.com/licensing>

Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Customer Service On-premises CAL

Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Operations Activity On-premises CAL
Microsoft Dynamics 365 for Operations Activity On-premises CAL	Microsoft Dynamics 365 for Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional Subscription	Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription	Visual Studio Enterprise Subscription
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each **Instance** of eligible server software Customer runs in a **Physical OSE** or **Virtual OSE** on a **Licensed Server**, it may temporarily run a backup **Instance** in a **Physical OSE** or **Virtual OSE** on either, another one of its **Servers** dedicated to disaster recovery, or, for **Instances** of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup **Instance** is managed by Azure Site Recovery to Azure. The **License Terms** for the software and the following limitations apply to Customer's use of the backup **Instance**.

Permitted Use of Backup Instances

The backup **Instance** 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; and
- 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**.

Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup **Instances** run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in "Permitted Use of Backup Instances" above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

Requirements for Disaster Recovery Use

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

- The **OSE** on the disaster recovery **Server** must not be running at any other times except as above.
- The **OSE** on the disaster recovery **Server** may not be in the same cluster as the production **Server**.
- Use of the software backup **Instance** should comply with the **License Terms** for the software.
- Once the disaster recovery process is complete and the production **Server** is recovered, the backup **Instance** must not be running at any other times except those times allowed here.
- Maintain SA coverage for all **CALs**, External Connector licenses and Server **Management Licenses** under which it accesses the backup instance and manage the **OSEs** in which that software runs.
- Customer's right to run the backup **Instances** ends when Customer's Software Assurance coverage ends.

Additional Permitted Use of Windows Server

- Other than backup instances run on Microsoft Azure Services, Windows Server **License** is not required for the disaster recovery **Server** if the following conditions are met:
 - The Hyper-V role within Windows Server is used to replicate **Virtual OSEs** from the production **Server** at a primary site to a disaster recovery **Server**.
 - The disaster recovery **Server** may be used only to
 - run hardware virtualization software, such as Hyper-V,
 - provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication,
 - receive replicated **Virtual OSEs**, test failover,
 - await failover of the **Virtual OSEs**, and
 - run disaster recovery workloads as described above.
 - The disaster recovery **Server** may not be used as a production **Server**.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its [Licenses](#) which are designated as having License Mobility and for which it has SA to any of its [Licensed Servers](#) located within the same [Server Farm](#) as often as needed. Customer may also reassign these [Licenses](#) from one [Server Farm](#) to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its [Licenses](#) which are designated as having [License Mobility](#) for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;
- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its [OSEs](#) that it uses on shared servers; and/or
- Manage its [OSEs](#) that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its [OSEs](#) on shared servers under the terms of its volume licensing agreement;
- Deploy its [Licenses](#) only with Microsoft Azure Services or qualified [License Mobility through Software Assurance Partner](#); and
- Complete and submit the License Mobility Validation form with each [License Mobility through Software Assurance Partner](#) who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its [Licensed Servers](#) or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move [Instances](#) run or [OSEs](#) managed under a particular [License](#) from shared servers in one [Server Farm](#) to its shared servers in another [Server Farm](#), but not on a short-term basis (not within 90 days of the last assignment). [OSEs](#) managed under the same License must be in the same [Server Farm](#). Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the [License Terms](#) applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2016 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2016 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For Products that are also granted [Fail-Over Rights](#), Customer may run passive fail-over [Instances](#) on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over [Instances](#) must not exceed the number of licenses required to run the corresponding production [Instances](#) on the same partner's shared servers.

Servers – Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft [Licenses](#) and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access [Licenses](#) used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for [Self Hosting](#) under these License Terms.

If Customer delivers the Unified Solution from shared servers, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self-Hosted Application. Instead, Customer must use Windows Server software licensed through a License Mobility through Software Assurance Partner or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance.

Customer's software must:

1. add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
2. be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
3. be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
4. be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the [License Terms](#) for those products. Customer may not transfer [Licenses](#) acquired under its volume licensing agreement except as permitted in that agreement.

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Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for [Licenses](#) with SA coverage and equivalent Subscription Licenses.

License Requirements

For Servers Licensed for Windows Server or SQL Server by Physical Core

Customer must acquire ESU coverage for all of the [Physical Cores](#) on the [Licensed Server](#), subject to minimums of eight per [Physical Processor](#) and 16 per [Server](#) for Windows Server, and four per [Server](#) for SQL Server. Windows Server minimums also apply to every two additional [Virtual OSEs](#) used on [Servers](#) licensed for Windows Server Standard.

For Servers Licensed for SQL Server by Virtual OSE

Customer must acquire ESU licenses for all of the [Virtual Cores](#) in the [Virtual OSE](#) subject to a minimum of four.

For Servers Licensed for SQL Server under the Server/CAL Licensing Model

One ESU per Server for SQL Server.

CALs

ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to [Servers](#) with active ESU coverage.

Coverage Eligibility

For any given [Server](#), Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, for any year of ESU coverage purchased, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining. Server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running in [Virtual OSEs](#) dedicated to Customer's use on Authorized Services Providers' servers under License Included offerings. "Authorized Services Providers" means services providers listed at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>. "License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not bringing its own licenses (e.g., BYOL). Customer must acquire ESU licenses for all of the [Virtual Cores](#) in a [Virtual OSE](#) subject to a minimum of 16 for Windows Server and four for SQL Server.

24x7 Problem Resolution Support

During the term of ESU coverage, Customer will be eligible to apply available 24x7 Problem Resolution Support incidents to the use of the covered version on its qualifying Servers. Qualifying Servers are [Licensed Servers](#) with active SA and ESU coverage.

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Appendix C - Add-ons & Other Transition Licenses

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Add-ons

Customer may acquire Add-ons subject to the following conditions:

- i. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
- ii. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in this Appendix
- iii. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

53. Windows Desktop Operating System

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

Add-on User SL	Qualifying License(s)
Windows 10 Enterprise E3 Add-on	Windows 10 Enterprise/Education per device
Windows 10 Enterprise E5 Add-on	
Windows 10 User OLS Activation E3/E5 Add-on	Windows 10 Enterprise E3/E5
	Windows VDA E3/E5

54. Microsoft Azure User Plans

Add-on User SL	Qualifying License(s)
Azure Information Protection Premium Plan 1/2 Add-on (User SL)	Enterprise CAL Suite
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)	Advanced Threat Analytics 2016 Client Management License per User

55. Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3 Add-on (User SL)	Windows 10 Enterprise/Education E3 Per Device, and Core/Enterprise CAL Suite, and Office Professional Plus
	Windows 10 Enterprise E3 Per User with SA - From SA, and Enterprise Mobility + Security E3 From SA, and Office 365 (Enterprise E3 & Government E3) From SA
Microsoft 365 E5 Add-on (User SL)	SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus
	Windows 10 Enterprise E5 Per User with SA - From SA, and Enterprise Mobility + Security E5 From SA, and Office 365 (Enterprise E5 & Government E4) From SA
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Office 365 E1/E3
Microsoft 365 Identity and Threat Protection (User SL)	Microsoft 365 E3
	Windows 10 Enterprise E3 Per User, and Enterprise Mobility + Security E3, and Office 365 Enterprise E3
Microsoft 365 Information Protection and Compliance (User SL)	Microsoft 365 E3

56. Enterprise Mobility + Security

Add-on User SL	Qualifying License(s)
Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on	Core CAL Suite
	Enterprise CAL Suite
	Core CAL Suite Bridge for Office 365
	Core CAL Suite Bridge for Office 365 and Microsoft Intune
	Enterprise CAL Suite Bridge for Office 365
	Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune

57. Microsoft Dynamics 365 Services

Add-on User SL	Qualifying License(s)
Dynamics 365 Team Members Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics CRM Essentials CAL
	Dynamics 365 for Team Members CAL
Dynamics 365 Unified Operations - Device Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Unified Operations - Activity Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Plan Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Unified Operations Plan Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Retail Add-on	Dynamics AX CAL
	Dynamics GP CAL

	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Talent Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Sales Professional Add-on	Dynamics CRM Basic CAL
	Dynamics 365 for Sales CAL
Dynamics 365 for Sales Enterprise Add-on	Dynamics 365 for Sales CAL
Dynamics 365 Customer Engagement Plan Add-on	Dynamics CRM Basic CAL
	Dynamics CRM Professional CAL
	Dynamics 365 for Sales CAL
	Dynamics 365 for Customer Service CAL
Dynamics 365 for Customer Service Professional Add-on	Dynamics CRM Basic CAL
	Dynamics 365 Customer Service CAL
Dynamics 365 for Customer Service Enterprise Add-on	Dynamics 365 for Customer Service CAL
Dynamics 365 for Case Management GOVCON Add-on	Dynamics 365 for Case Management CAL
	Dynamics CRM Basic CAL
	Dynamics 365 Sales CAL
Dynamics 365 Business Central Premium Cloud Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Team Members Cloud Add-on	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL

58. Office 365 Applications

Add-on User SL	Qualifying License(s)
Visio Online Plan 2 Add-on to Visio Professional	Visio Professional
Visio Online Plan 2 Add-on to Visio Standard	Visio Standard

59. Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Add-on User SL	Qualifying License(s)
Office 365 Enterprise/Government E1 Add-on	Core CAL Suite, or
Exchange Online Plan 1 Add-on	Core CAL Suite Bridge for Enterprise Mobility + Security
Skype for Business Online Plan 1 Add-on	

SharePoint Online Plan 1 Add-on	
Office 365 Enterprise/Government E3 without ProPlus Add-ons	Core CAL Suite, or Enterprise CAL Suite, or
Office 365 Enterprise /Government E4 without ProPlus Add-ons	Core CAL Suite Bridge for Enterprise Mobility + Security, or
Office 365 A5 Add-on	Enterprise CAL Suite Bridge for Enterprise Mobility + Security
Office 365 Enterprise/Government E3 Add-on	Core CAL Suite and Office Professional Plus, or
Office 365 Enterprise/Government E4 Add-on	Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or
Office 365 Enterprise/Government E5 Add-on	Enterprise CAL Suite and Office Professional Plus, or
Office 365 A5 Add-on	Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus
Office 365 Enterprise E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)	Office Professional Plus

60. Office 365 Advanced Threat Protection

Add-on User SL	Qualifying License(s)
Office 365 Advanced Threat Protection	Microsoft 365 F1 or E3
	Office 365 F1, E1, or E3
	Exchange Online Plan 1 or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

61. Office 365 Data Loss Prevention Add-on

Add-on User SL	Qualifying License(s)
Office 365 Data Loss Prevention Add-on	Microsoft 365 F1
	Office 365 F1 or E1
	Office 365 Business Essentials
	Exchange Online Kiosk, Plan 1, or Plan 2
	OneDrive for Business Plan 1
	SharePoint Online Plan 1 or Plan 2

62. Office 365 Threat Intelligence

Add-on User SL	Qualifying License(s)
Office 365 Threat Intelligence	Microsoft 365 F1 or E3
	Office 365 F1, E1, or E3
	Office 365 Business Essentials
	Exchange Online Kiosk, Plan 1, or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

63. Multi-Geo Capabilities in Office 365

Add-on User SL	Qualifying License(s)
Multi-Geo Capabilities in Office 365 Add-on	Microsoft 365 F1, E3 or E5
	Office 365 F1, E1, E3 or E5
	Exchange Online Kiosk, Plan 1 or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

64. Exchange Online

Add-on User SL	Qualifying License(s)
Exchange Online Plan 1 Add-on (User SL)	Exchange Standard CAL

Core CAL Suite

65. Project Online

Add-on User SL	Qualifying License(s)
Project Online Professional Add-on	Project Professional
Project Online Premium Add-on	
Project Online Professional Add-on	Project Standard
Project Online Premium Add-on	
Project Online Essentials Add-on	Project Server CAL
Project Online Professional Add-on	
Project Online Premium Add-on	

66. SharePoint Online

Add-on User SL	Qualifying License(s)
SharePoint Online Plan 1 Add-on	SharePoint Standard CAL
	Core CAL Suite

67. Skype for Business Online

Add-on User SL	Qualifying License(s)
Skype for Business Online Plan 1 Add-on	Skype for Business Standard CAL
	Core CAL Suite

68. Microsoft Intune

Add-on User SL	Qualifying License(s)
Microsoft Intune Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite
Microsoft Intune for EDU Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite

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From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

- i. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- ii. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in this Appendix
- iii. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring. At their next Enrollment renewal, customers who have licensed Office 365 suite subscriptions prior to August 1, 2014 under a current Enrollment may purchase corresponding From SA User SLs to license all respective Office 365 users including those users added during the remainder of their current Enrollment term.

As a one-time exception, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the [Windows Desktop Operating System](#) section 2.1.1.

69. CAL Suites

From SA User SL	Qualifying License(s)
Core/Enterprise CAL Suite Bridge for Office 365 From SA (User SL)	SA for Parent CAL Suite
Core/Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)	SA for Parent CAL Suite

70. Windows Desktop Operating System

From SA User SL	Qualifying License(s)
Windows 10 Enterprise E3/E5 From SA (SL)	SA for the Windows Desktop Operating System

71. Microsoft 365

To acquire a Microsoft 365 From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Microsoft 365. Microsoft 365 From SA User SLs provide the same SA Benefits as the From SA components of the Microsoft 365 From SA User SL. The components of Microsoft 365 E3/E5 are Office 365 Enterprise E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.

From SA User SL	Qualifying License(s)
Microsoft 365 E3/E5 From SA (User SL)	SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus

72. Enterprise Mobility + Security

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Enterprise Mobility + Security From SA	Core CAL Suite	Core CAL Bridge for Enterprise Mobility + Security or Office 365 Enterprise/Government E1, E3, E5
	Enterprise CAL Suite	Enterprise CAL Bridge for Enterprise Mobility + Security or Office 365 Enterprise/Government E3, E5

73. Microsoft Dynamics 365 Services

From SA User SL	Qualifying License(s)
Dynamics 365 Team Members From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics CRM Essentials CAL
	Dynamics 365 for Team Members CAL
Dynamics 365 Unified Operations - Device From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes

Dynamics 365 Unified Operations - Activity From SA	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
Dynamics 365 Plan From SA	Dynamics C5 CAL
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Unified Operations Plan From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Retail From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Talent From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 for Sales Professional From SA	Dynamics CRM Basic CAL
	Dynamics 365 for Sales CAL
Dynamics 365 for Sales Enterprise From SA	Dynamics 365 for Sales CAL
Dynamics 365 Customer Engagement Plan From SA	Dynamics CRM Basic CAL
	Dynamics CRM Professional CAL
	Dynamics 365 for Customer Service CAL
	Dynamics 365 for Sales CAL
Dynamics 365 for Customer Service Professional From SA	Dynamics CRM Basic CAL
	Dynamics 365 for Customer Service CAL
Dynamics 365 for Customer Service Enterprise From SA	Dynamics 365 for Customer Service CAL
Dynamics 365 for Case Management GOVCON From SA	Dynamics CRM Basic CAL
Dynamics 365 Business Central Essentials	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL

	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Premium	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Team Members	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL

74. Office 365 Applications

From SA User SL	Qualifying License(s)
Office 365 ProPlus From SA	Office Professional Plus
Visio Online Plan 1 and 2 From SA	Visio Professional
Visio Online Plan 1 From SA	Visio Standard

75. Office 365 Suites

Office 365 (Enterprise E1, E3, E5 and Government E1, E3, E4) From SA User SLs provide the same SA Benefits as the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Office 365 Enterprise/Government E1 From SA	Core CAL Suite	Core CAL Bridge for Office 365 or Enterprise Mobility + Security
Office 365 (Enterprise E3, E5 & Government E3, E4) From SA	Office Professional Plus and Core CAL Suite	
Office 365 (Enterprise E3, E5 & Government E3, E4) From SA	Office Professional Plus and Enterprise CAL Suite	Enterprise CAL Bridge for Office 365 or Enterprise Mobility + Security

76. Project Online

From SA User SL	Qualifying License(s)
Project Online Professional From SA	Project Professional
	Project Server CAL
Project Online Premium From SA	Project Professional
	Project Server CAL

Appendix D – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

Microsoft Premier Support Offerings

Area ¹	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	X	X	X	X
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours +1 Health Check +1 Workshop	Up to 120 hours	Up to 160 hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 hours
24X7 Critical Situation Escalation Management (Severity Level 1)	X	X	X	X
Rapid Onsite Support	X	X	X	X
Proactive Information Services	X	X	X	X
Microsoft Premier Online	X	X	X	X
Add-on Hours	Packs of 20	Packs 20	Packs of 20	Packs of 20

¹Business Hours are defined locally.

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Microsoft's Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of Customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1st call response in 1 hour or less Microsoft's Resources at Customer site as required. Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours ¹	1st call response in 2 hours or less Effort during Business Hours ¹ only	Allocation of appropriate resources to sustain Business Hours ¹ continuous effort Access and response from change control authority within 4 Business Hours ¹
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours ¹	1st call response in 4 hours or less Effort during Business Hours ¹ only	Accurate contact information on case owner Responsive within 24 hours

¹Business Hours are defined locally.

²Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Associated Business Rules

All Professional Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Professional Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Professional Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Professional Services not consumed on an annual basis will be forfeited. Upon Customer request, Microsoft may access Customer's system via remote dial-in to analyze problems.

Microsoft Digital Advisory Services Offerings

The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Enterprise Agreement:

Area	Digital Advisory Connect	Digital Advisory Foundation	Digital Advisory Portfolio

SKU Product Family	9TH-xxxx	8A3-xxxx	9RO-xxxx
Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)			
Digital Advisory Network			
Digital Advisory Services Library			
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

Digital Advisory Service Modules

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

Services Out of Scope

The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

Sales Productivity Accelerator Offerings

Sales Productivity Accelerator Overview

The Sales Productivity Accelerator is a service provided by Microsoft Services over the course of a four (4)-week-term to deliver a fixed-scope implementation of Microsoft Dynamics 365.

The Sales Productivity Accelerator includes the following deliverables:

- **Service Delivery Plan:** created by a Microsoft Consultant to meet the customer's business goals and objectives.
- **Workshops:** will devote up to a total of sixteen (16) hours for workshops:
 - Up to two (2) discovery workshops, to explore and define key use cases and business requirements, as provided by Customer, to configuration settings;
 - Up to four (4) design review workshops during the Build phase.
- **Reporting:** One (1) native Microsoft Dynamics 365 dashboard with up to four (4) native components and two (2) Excel Power View Reports using Power BI Pro5 configured for up to two (2). The reports display up to two (2) interactive charts per entity with data sourced from Microsoft Dynamics 365.
- **Configuration:** Microsoft Dynamics 365 will be configured to support up to a total of ten (10) users. During this time, Microsoft will devote up to sixty-four (64) hours to configure the lead thru opportunity processes, 3 security roles, 3 persona's leveraging out of the box security roles, SharePoint and Yammer integration with Microsoft Dynamics 365.
- **Testing:** will devote up to twenty-six (26) hours devoted to up to two (2) tests (e.g., System Test & UAT).
- **Training and Knowledge Transfer:** Provide one (1) product-oriented training for Customer's users, for up to a total of four (4) hours.
- **Deployment Support:** Provide up to forty (40) hours of deployment and go-live support (week 4) subject to the pre-determined project scope and requirements.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Sales Productivity Accelerator service, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

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Appendix E – Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

Price Levels in Select Plus

Customer's prices are based upon agreement between Customer and Customer's reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level-Commercial	Annual Point Minimums per Pool
A	500
B	4,000
C	10,000
D	25,000

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft's partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any consulting and support services Microsoft performs ("Professional Services") purchased from the Product Terms are governed by (1) customer's volume licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Professional Services agreement controls. If Customer's master agreement for volume licensing is a Microsoft Business Agreement version dated prior to September, 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, the following supplemental terms apply to any Professional Services purchased and used by Customer.

Use, Ownership, and License Rights

Fixes

If Microsoft provides Product Fixes, modifications or enhancements, or their derivatives, either released generally (such as Product service packs) or to address a specific issue for Customer (collectively, "Fixes"), such Fixes are licensed under the same terms as the Product to which it applies. If the Fixes are not provided for a specific product, any use terms Microsoft provides with the Fixes will apply.

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer ("Pre-Existing Work") shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement.

Services Deliverables

Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered Services Deliverables. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions governing the Professional Services and Customer's volume licensing agreement.

Use of technical information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.

Open Source License Restrictions

Customer must not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property to obligations beyond those included in these Professional Services terms or Customer's volume licensing agreement.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights. Customer is liable for ensuring its Affiliates' compliance with these Professional Services terms and Customer's volume licensing agreement.

Warranties and Limitations of Liability

Warranty for Professional Services

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, as the sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **Except for the limited warranty above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Limitation of Liability

Microsoft's liability for direct damages will be limited to the amounts Customer was required to pay for the Professional Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

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Appendix F – Promotions

No active price list promotions.

Appendix G - Storage Array and Azure Data Box Terms

This Appendix G includes the additional or alternative terms that apply to hardware Products that are identified in this Appendix G. If there is a conflict between the provisions of this Appendix G and that of the Product Terms, this Appendix G shall govern and control for that hardware Product.

Storage Array Terms

Availability

The Storage Array is available for delivery in the following geographies only: Argentina, Australia, Austria, Bahrain, Belarus, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Kazakhstan, Kenya, Kuwait, Lebanon, Liechtenstein, Macau, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nigeria, Norway, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, South Korea, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, Ukraine, United Kingdom, United States, Vietnam.

Shipment and Title

Shipping terms for orders placed are: (i) FCA (Incoterms 2010) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Customer; and (iii) for shipments outside the United States, Customer is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Customer on a No Charge basis and title for the Storage Array and the risk of loss will pass to Customer upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. The Storage Array will be shipped to the address provided by Customer using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by Customer for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to Customer and does not impact any other ship-to (or Tax Address) provided on Customer's volume license agreement used for purposes of charging sales tax to Customer on purchases made under that volume license agreement.

Storage Array Software

Microsoft grants Customer a non-exclusive, non-transferrable, limited license to use the Software that runs in the Storage Array ("Storage Array Software") only in connection with Customer's use of the Storage Array. Customer's use of the Storage Array Software is subject to the terms of Customer's volume license agreement governing Software, and Microsoft reserves all other rights.

Restrictions

Customer may not use the Storage Array Software for comparisons or "benchmarking" except for Customer's internal purposes or publish or disclose the results thereof.

Certain Third Party Open Source Software

The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Customer in accordance with the applicable open-source licenses.

Activation/Consent for Internet-based Services

Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Customer's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Customer is using, and the language code of the Storage Array running the Storage Array Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Storage Array and Storage Array Software, Customer consents to the transmission of this information to Microsoft.

Storage Array Software Updates

The update service for Storage Array Software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates from Microsoft will be licensed by Microsoft and any third party updates will be licensed by the applicable third party.

Limited Hardware Warranty

Microsoft warrants that the Storage Array hardware will not malfunction due to a defect in materials or workmanship under ordinary commercial use as described in the applicable product documentation for a period of ninety (90) days from the date of delivery to Customer. If it does not and Customer notifies Microsoft within the warranty term, Microsoft will repair or replace it (at Microsoft's election) at no charge. This is the only warranty Microsoft gives for the Storage Array, and Customer waives any breach of warranty claims not made during the warranty period. This warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with Customer's volume license agreement or the

product documentation and it is void if the Storage Array is opened or modified, damaged by use with Non-Microsoft Products, or damaged by maintenance or repair performed by anyone other than Microsoft or a Microsoft authorized vendor. **Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Indemnification. Defense of third party claims

Microsoft will defend Customer against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Customer's volume license agreement regarding defense of third party claims.

Limitation of Liability

For any claim related to a Storage Array, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Storage Array. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; (2) defense obligations; or (3) violation of the other party's intellectual property rights.**

U.S. Export Control Laws

The Storage Arrays are subject to the provisions in Customer's volume licensing agreement regarding U.S. export jurisdiction.

Collection of Diagnostic Information

Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that a Customer stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Customer's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, refer to <https://www.microsoft.com/en-us/privacystatement>.

Government Use

Customer understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Customer at no additional charge. Microsoft waives any and all entitlement to compensation from Customer for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Customer without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Arrays and StorSimple Standard Support shall be for the sole benefit and use of Customer and not for the personal use or benefit of any individual government employee.

Azure Data Box Hardware Terms

Definitions

Azure Storage means the Microsoft-managed cloud service that provides highly available and secure storage.

Azure Storage Account means a secure account that enables Customer to access and store its information using the Azure Storage service.

Data Box Device means a hardware device(s), including Data Box Software, that Microsoft may provide for Customer's temporary use in storing, pre-processing (in connection with the Data Box Edge Device), and transporting or transferring data from its premises to an Azure datacenter so it can be uploaded into Customer's Azure Storage Account.

Data Box Software means all software in object code form provided on or in conjunction with a Data Box Device, including all tools, updates, and associated documentation.

Designated Azure Data Center means the Microsoft Azure Data Center designated by Microsoft as the data center to which Customer will return the Data Box Device, (except for the Data Box Edge Device), and which may be different than the data center where Customer prefers to store its data and/or the location of Customer Azure Storage Account.

Microsoft Azure Data Box Service or **Service** means the Microsoft Azure service that enables customers to store, pre-process (in connection with the Data Box Edge Device) and transfer on the Data Box Device large amounts of data to and from data centers. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Data Box Software

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software (in object code) installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting or pre-processing (where applicable) data as enabled by the Data Box Device, and for no other purpose. Microsoft reserves all other rights. This

license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation (if any); (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

Restrictions

Customer may not use the Data Box Software for comparisons or "benchmarking", except for Customer's internal purposes, nor publish or disclose the results thereof.

Activation/Consent for Internet-based Services

If activation of the Data Box Software is necessary, activation associates the use of the Data Box Software with a specific device. During activation and subsequent use of the device, the Data Box Software may send information about the Data Box Software and device to Microsoft. This information includes the version, language, and product key of the Data Box Software, Customer's Internet protocol address, operating system, browser and name, the version of the Data Box Software Customer is using, and the language code of the Data Box running the Data Box Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Data Box Device and Data Box Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

The Data Box Device may allow Customer to download available updates manually. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Data Box Device support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Limitations

Customer is not required to use the Data Box Device to transfer data to Azure Storage, nor is Microsoft obligated to continue to make the Data Box Device or any other hardware product available in connection with the Service. The Data Box Device may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft reserves the right to refuse to offer the Service and corresponding Data Box Device to anyone in its sole discretion and judgment. Microsoft may suspend the Service at its discretion in accordance with the requirements for Microsoft Azure Services under the Microsoft Online Services Terms.

Azure Service Terms

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to the Azure Services Terms located at <https://azure.microsoft.com/en-us/support/legal/>. These Additional Terms supplement but do not amend or modify any existing terms in the Azure Services Terms. As set forth in these Additional Terms, Microsoft may charge Customer specified fees in connection with its use of the Data Box Device as part of the Service.

Product Use Rights

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Data Box Device to transport, transfer (and where applicable, pre-process) such data, provided that Customer implements certain precautions:

- i. Back up and protect the data before transferring the data to the Data Box Device and prior to sending to Azure Storage;
- ii. Do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Data Box Device to a Designated Azure Data Center.
- iii. Cease using the Data Box Device to transfer data immediately upon notice from Microsoft.

Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

Possession and Return of the Data Box Device

As part of the Service, Microsoft allows Customer to possess the Data Box Device for a period of time depending on the Data Box Device type. For Data Box Devices that have a specified time period for possession, Microsoft may charge Customer additional daily fees for possession of the Data Box Device beyond that specified time period.

Shipment and Title; Fees

- a. **Title and Risk of Loss.** All right, title and interest in each Data Box Device is and shall remain the property of Microsoft, and except as expressly set forth in the Additional Terms, no rights are granted to any Data Box Device (including under any patent, copyright, trade secret, trademark or other proprietary rights. Customer will compensate Microsoft for any loss, material damage or destruction to or of any Data Box Device while it is at any of Customer's locations as described in Shipment and Title; Fees, Table 1. Customer is responsible for inspecting the Data Box Device upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at databoxsupport@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage to, the Data Box Device once it has

been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Data Box Device for delivery back to the Designated Azure Data Center.

- b. **Fees.** As set forth in these terms, Microsoft may charge Customer specified fees in connection with its use of the Data Box Device as part of the Service, with the current schedule of fees set forth at the following: <https://go.microsoft.com/fwlink/?linkid=2052173>. For clarity, Azure Storage and Azure IoT Hub are separate Azure Services, and if used (even in connection with its use of the Service), separate Azure metered fees will apply. For additional clarity, any Azure services Customer uses after completing a transfer of data using the Azure Data Box Service are subject to separate usage fees. For Data Box Devices, Microsoft may charge Customer a lost device fee, as provided in Table 1 below, if (i) the Data Box Device is lost or materially damaged while it is in Customer's care; (ii) Customer does not provide the Data Box Device to the Microsoft-designated carrier for return within the time period after the date it was delivered to Customer; or (iii) for the Data Box Edge, the Customer does not return the Data Box Device within thirty (30) days of termination of the Service, as provided in the table below. Microsoft reserves the right to change the fees charged for Data Box Device types, including but not limited to, by charging different amounts for different device form factors.

Table 1	
Data Box Device Type	Lost or Materially Damaged Time Period and Amounts
Data Box	Period: After 90 Days Amount: \$40,000.00 USD
Data Box Disk	Period: After 90 Days Amount: \$2,500.00 USD per Disk
Data Box Heavy	Period: After 90 Days Amount: \$250,000.00 USD
Data Box Edge	Period: If not returned within 30 days after the termination of Service Amount: \$40,000.00 USD
Data Box Gateway	N/A

- c. **Shipment and Return of Data Box Device.** For those Data Box Devices that are transported or delivered between Customer and a Designated Azure Data Center or a Microsoft entity, Microsoft will provide access to a designated carrier for such shipping and delivery. Customer will be responsible for costs of shipping a Data Box Device from Microsoft or a Designated Azure Data Center to Customer and return shipping of the same, including any metered amounts for carrier charges, any taxes, or applicable customs fees. When returning a Data Box Device to Microsoft, Customer will package and ship the Data Box Device in accordance with Microsoft's instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft.
- d. **Transit Risks.** Although data on a Data Box Device is encrypted, Customer acknowledge that there are inherent risks in shipping data on and in connection with the Data Box Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Data Box Device or any data stored on one, including without limitation in transit.

Responsibilities if Customer Moves a Data Box Device between Locations

While Customer is in possession of a Data Box Device, Customer may, at its sole risk and expense, transport the Data Box Device to its different locations to upload its data in accordance with this Section and the requirements of the Additional Terms. Customer is responsible for obtaining, at its own risk and expense, any export license, import license and other official authorization for the exportation and importation of the Data Box Device and associated Software and Customer's data to any such different Customer location. Customer shall also be responsible for customs clearance at any such different Customer location, and will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should Customer decide to transport the Data Box Device beyond the country border in which Customer receive the Data Box Device. Notwithstanding the foregoing, if Customer transports the Data Box Device to a different location as set forth in this Section, Customer agrees to cause the Data Box Device to return to the country location where Customer received such device initially, prior to shipping the Data Box Device back to the original point of origin, whether a specified Microsoft entity or a Designated Azure Data Center. If requested, Microsoft may provide a list of companies that may be able to assist Customer in importing or exporting the Data Box Device, but Microsoft does not endorse, support, or represent any of the listed companies, and Microsoft disclaims any liability for any damages or liabilities Customer may incur as a result of those services.

Disclaimer of Warranty

Microsoft provides the Data Box Device, and any assistance by Microsoft in connection with the Data Box Device, "as is" without any warranties or conditions, and disclaims any express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Customer bears the risk of using them.

U.S. Export Control Laws

The Data Box Devices are subject to the provisions in Customer's volume licensing agreement, Azure Subscription Agreement, or other customer agreement regarding U.S. export jurisdiction.

Privacy; Processing of Personal Data

- a. **Privacy.** The Microsoft Privacy Statement applies to the Service and the Data Box Device under these Additional Terms.
- b. **Terms.** Customer agrees to comply with all data protection laws that apply to its use of the Service, its handling of data with the Data Box Device or in Azure Storage, or its moving the Data Box Device as described in the Responsibilities if Customer Moves a Data Box Device between Locations section above.
- c. **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.

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Appendix H - Student Use Benefits and Academic Programs

This section highlights the specific benefits provided to Students in Open Value Subscription for Education Solutions, School Agreement, Enrollment for Education Solutions, and Cloud Solution Provider programs.

Student Use Benefit Entitlements by Qualifying Program

The following table defines [Student Use Benefits](#) for specific products licensed through Academic programs. For each Product in the first column, the appropriate [Student Use Benefit](#) Product(s) are listed along with the number of licenses available for Students per paid Faculty/Staff, [Education Qualified User](#), or [Knowledge Worker](#) license.

Qualifying Product	Student Use Benefit ¹	Program Availability	Student Instances Provided per Faculty/Staff or Knowledge Worker
Advanced Threat Analytics	Advanced Threat Analytics	OVS-ES, School, EES	15
Azure Active Directory Premium Plan 1	Azure Active Directory Premium Plan 1	OVS-ES, School, EES	15
Azure Active Directory Premium Plan 2	Azure Active Directory Premium Plan 2	OVS-ES, School, EES	15
Desktop Education	O365 ProPlus and Windows 10 Education Upgrade	OVS-ES, School, EES (pre-2017)	40
Enterprise Mobility + Security E3	Enterprise Mobility + Security E3 ²	OVS-ES, EES, CSP	40
Enterprise Mobility + Security E5	Enterprise Mobility + Security E5 ³	OVS-ES, EES, CSP	40
Microsoft 365 Education A3	Office 365 ProPlus and Office 365 Cloud App Security, Enterprise Mobility + Security E3 ² , Windows 10 Education E3 (Per User) ⁴ , Minecraft: Education Edition	EES, CSP	40
Microsoft 365 Education A5	Office 365 ProPlus, Office 365 Cloud App Security, ATP, Enterprise Mobility + Security E5 ³ , Windows 10 Education E3 (Per User) ⁴ , Minecraft: Education Edition	EES, CSP	40
Microsoft Intune for Education	Microsoft Intune for Education	OVS-ES, EES, CSP	15
Minecraft: Education Edition	Minecraft: Education Edition	EES	15
Office 365 Advanced Threat Protection	Office 365 Advanced Threat Protection	OVS-ES, EES, CSP	15
Office 365 ProPlus	Office 365 ProPlus	OVS-ES, School, EES, CSP	15
Office 365 A3	Office 365 ProPlus, Office 365 Cloud App Security	OVS-ES, EES, CSP	40
Office 365 A5	Office 365 ProPlus, Office 365 Cloud App Security, Office 365 Advanced Threat Protection	OVS-ES, EES, CSP	40
Office 365 Cloud App Security	Office 365 Cloud App Security	OVS-ES, EES, CSP	15
Office Professional Plus	Office 365 Pro Plus	OVS-ES, School, EES (pre-2017)	15
Windows 10 Education A3 (Per User)	Windows 10 Education A3 (Per User) ⁴	CSP	40
Windows 10 Education A5 (Per User)	Windows 10 Education A3 (Per User) ⁴	CSP	40
Windows 10 Education E3 (Per User)	Windows 10 Education E3 (Per User) ⁴	EES (2017)	40
Windows 10 Education E5 (Per User)	Windows 10 Education E3 (Per User) ⁴	EES (2017)	40
Windows 10 Education E5 (Per Device)	Windows 10 Education E3 (Per Device) ⁴	OVS-ES, School	40

¹Licenses acquired through the Student Use Benefit are not eligible for Software Assurance Benefits.

²The Student Use Benefit offer does not include Azure Information Protection.

³The Student Use Benefit offer does not include Azure Information Protection and Microsoft Cloud App Security.

⁴The Student Use Benefit includes rights to Windows 10 E3/A3 only.

Windows Desktop Operating System Limitations

Licenses acquired through the [Student Use Benefit](#) do not include Windows virtualization rights.

Mixed Education Platform Product (EPP) Scenarios

For Enrollment for Education Solutions (2018 version), a mix of Education Platform Products may be ordered to meet the organization-wide commitment as defined in the table below. The Qualifying Product for [Student Use Benefits](#) entitlement will be determined based on the lower plan or edition of the EPPs ordered, as shown in the table below, and will be based on the total number of [Education Qualified Users](#) covered.

Permitted Mixed EPP Scenarios	Qualifying Product for SUB
Microsoft 365 A3 and Microsoft 365 A5	Microsoft 365 A3
EMS E3 and EMS E5	EMS E3
Windows 10 Education E3 and Windows 10 Education E5	Windows 10 Education E3
Office 365 ProPlus and Office 365 A3 and/or Office 365 A5	Office 365 ProPlus
Office 365 A3 and Office 365 A5	Office 365 A3

Enrollment for Education Solutions (Pre 2017 Version) Program Availability

Qualifying products and requirements for the Enrollment for Education Solutions (pre 2017 versions) are defined in this section.

Qualification

Products	EES
Desktop Education (Professional or Enterprise)	ED,ST
Core CAL Suite (Device)	ED,ST
Enterprise CAL Suite (Device)	ED,ST
Office Professional Plus 2016	ED,ST
Windows 10 Education Upgrade (Per Device)	ED,ST
Windows 10 Education E5 (Per Device)	ED,ST

Requirements

- For Enrollment for Education Solutions (pre-2017 versions) Desktop Platform Products may be replaced by platform Online Services only at anniversary as described in the Qualifying Online Services Pre-Requisite table.
- Such platform Online Services licensed by Institution may not be less than the number of Desktop Platform Products being replaced.
- Platform Online Services may be added at any time during the enrollment term.

Qualifying Online Services Pre-Requisite

Qualifying Desktop Platform Products	Qualifying Online Service
Office Professional Plus 2016, and Desktop Core CAL or ECAL Suite (Device), and Windows 10 Education E5 (Per Device)	Microsoft 365 Education A3/A5 (User SL)
Office Professional Plus 2016 and Core CAL or ECAL Suite (Device)	Office 365 A3/A5 (User SL) and EMS E3/E5
Core CAL or ECAL Suite (Device)	Office 365 A3/A5
Office Professional Plus 2016	Office 365 ProPlus

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Introduction

The parties agree that these Online Services Terms govern Customer's use of the Online Services and set forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these Online Services Terms govern the provision of Professional Services and the processing and security of Support Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below).

Service Level Agreements

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <http://microsoft.com/licensing/contracts>.

Applicable Online Services Terms and Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the Online Services Terms that apply to Customer's use of those new features, supplements or related software.

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

Prior Versions

The Online Services Terms provides terms for Online Services that are currently available. For earlier versions of the Online Services Terms, Customer may refer to <http://go.microsoft.com/?linkid=9840733> or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
Azure Lab Services	

Online Service Specific Terms

[Microsoft Dynamics 365 Services](#): Removed terms for Microsoft Social Engagement, which has been discontinued. For more info see <https://dynamics.microsoft.com/en-us/microsoft-social-engagement-transition/>.

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Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Core Online Services" means those Online Services listed in [Appendix A](#) to the Data Protection Terms.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Support Data.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"GDPR Terms" means the terms in Attachment 4, under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the General Data Protection Regulation.

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

"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.

"Network Server" means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

"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, that 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 all or part of that operating system Instance. 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. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"OST" means these Online Services Terms.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Previews" means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

"Professional Services" means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

"SL" means subscription license.

"Standard Contractual Clauses" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR. The Standard Contractual Clauses are in [Attachment 3](#).

"Subprocessor" means other processors used by Microsoft to process data.

"Support Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement.

The terms "data subject", "processing", "processor", and "supervisory authority" as used herein have the meanings given in the GDPR and the terms "data importer" and "data exporter" have the meanings given in the Standard Contractual Clauses.

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General Terms

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the [Online Service-specific Terms](#). [Attachment 2](#) describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the [Online Service-specific Terms](#), Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an 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 an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Using the Online Services

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an 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, device, 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;
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
- to assist or encourage anyone to do any of the above.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Use of Software with the Online Service

Customer may need to install certain Microsoft software to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The [Online Service-specific Terms](#) may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, 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. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST for Customer Data.

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Font Components

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

Changes to and Availability of the Online Services

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to <https://go.microsoft.com/fwlink/?linkid=870295>.

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is responsible for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Online Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Other

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Competitive Benchmarking

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Online Service. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

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Data Protection Terms

This section of the Online Services Terms includes the following subsections:

- Scope
- Processing of Customer Data; Ownership
- Disclosure of Customer Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on Use of Subprocessors
- Educational Institutions
- HIPAA Business Associate
- How to Contact Microsoft
- Appendix A – Core Online Services
- Appendix B – Security Measures

Scope

The terms in this section (“Data Protection Terms”) apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, Bing Search Services, GitHub Enterprise, LinkedIn Sales Navigator, Microsoft Azure Stack, Microsoft Genomics, and Visual Studio App Center, which are governed by the privacy and security terms in the applicable [Online Service-specific Terms](#).

Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise noted, Previews are not included in the SLA for the corresponding Online Service, and Customer should not use Previews to process Personal Data or other data that is subject to legal or regulatory compliance requirements. The following terms in this section (“Data Protection Terms”) do not apply to Previews: Processing of Personal Data; GDPR, Data Security, and HIPAA Business Associate.

[Attachment 1](#) includes the terms that apply to Professional Services, including privacy and security of Support Data and Personal Data in connection with the provision of those services. Therefore, unless expressly made applicable in [Attachment 1](#), the terms in this section (“Data Protection Terms”) do not apply to the provision of Professional Services.

Processing of Customer Data; Ownership

Customer Data will be used or otherwise processed only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use or otherwise process Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft’s rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data

Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Processing of Personal Data; GDPR

Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Pseudonymized identifiers may also be generated through Customer's use of the Online Services and are also Personal Data. To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in Attachment 4 govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data; GDPR"):

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor or (b) stated otherwise in the [Online Service-specific terms](#). Microsoft will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including the OST) along with Customer's use and configuration of features in the Online Services are Customer's complete and final documented instructions to Microsoft for the processing of Personal Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

Processing Details

The parties acknowledge and agree that:

- The subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- The duration of the processing shall be for the duration of the Customer's right to use the Online Service and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of the OST;
- The nature and purpose of the processing shall be to provide the Online Service pursuant to Customer's volume licensing agreement;
- The types of Personal Data processed by the Online Service include those expressly identified in Article 4 of the GDPR; and
- The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers.

Data Subject Rights; Assistance with Requests

Microsoft will make available to Customer in a manner consistent with the functionality of the Online Service and Microsoft's role as a processor Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request. If Microsoft receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with an Online Service for which Microsoft is a data processor or subprocessor, Microsoft will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Online Service. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

Records of Processing Activities

Microsoft shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

Data Security

Security Practices and Policies

Microsoft will implement and maintain appropriate technical and organizational measures to protect Customer Data and Personal Data. Those measures shall be set forth in a Microsoft Security Policy. Microsoft will make that policy available to Customer, along with descriptions of the security controls in place for the Online Service and other information reasonably requested by Customer regarding Microsoft security practices and policies.

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. Each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in [Appendix B](#) for the protection of Customer Data.

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes*	Yes*
Microsoft Azure Core Services	Varies**	Varies**
Microsoft Cloud App Security	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Business Application Platform Core Services	Yes	Yes
Windows Defender Advanced Threat Protection Services	No	No

*Does not include Microsoft Dynamics 365 for Marketing, Microsoft Dynamics 365 for Talent, Microsoft Dynamics 365 for Talent: Attract, and Microsoft Dynamics 365 for Talent: Onboard, and Dynamics 365 AI for Sales.

**Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or the standards or frameworks in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any).

Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for an Online Service meets Customer's requirements, including any of its security obligations under the GDPR or other applicable data protection laws and regulations. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

Auditing Compliance

Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data and Personal Data, as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which Microsoft will make available at <https://servicetrust.microsoft.com/> or another location identified by Microsoft. The Microsoft Audit Report will be Microsoft's Confidential Information and will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If Customer has entered into the Standard Contractual Clauses with Microsoft or if the GDPR Terms apply, then Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the OST. If Customer desires to change this instruction,

then Customer has the right to do so as set forth in the Standard Contractual Clauses and GDPR Terms, which change shall be requested in writing.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Nothing in this section of the OST varies or modifies the Standard Contractual Clauses or the GDPR Terms or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses or GDPR. Microsoft Corporation is an intended third-party beneficiary of this section.

Security Incident Notification

If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by Microsoft (each a "Security Incident"), Microsoft will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Data Transfers and Location

Data Transfers

Except as described elsewhere in the OST, Customer Data and Personal Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Subprocessors operate. Customer appoints Microsoft to perform any such transfer of Customer Data and Personal Data to any such country and to store and process Customer Data and Personal Data to provide the Online Services.

All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland by the Core Online Services shall be governed by the Standard Contractual Clauses in Attachment 3, unless the Customer has opted out of those clauses.

Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail. Microsoft agrees to notify Customer in the event that it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Location of Customer Data at Rest

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, France, India, Japan, South Korea, the United Kingdom, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, (3) files uploaded to OneDrive for Business, and (4) project content uploaded to Project Online.

- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Business Application Platform Core Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, India, Japan, the European Union, United Kingdom, or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Business Application Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Cloud App Security.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center (which Microsoft may update from time to time).
- **Windows Defender Advanced Threat Protection Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of the Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Trust Center.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Data Retention and Deletion

At all times during the term of Customer's subscription, Customer will have the ability to access, extract and delete Customer Data stored in each Online Service.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data within an additional 90 days, unless Microsoft is permitted or required by applicable law to retain such data or authorized in this agreement.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data or Personal Data as described in this section.

Processor Confidentiality Commitment

Microsoft will ensure that its personnel engaged in the processing of Customer Data and Personal Data (i) will process such data only on instructions from Customer, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends.

Notice and Controls on use of Subprocessors

Microsoft may hire third parties to provide certain limited or ancillary services on its behalf. Customer consents to the engagement of these third parties and Microsoft Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Microsoft of the processing of Customer Data and Personal Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.

Microsoft is responsible for its Subprocessor's compliance with Microsoft's obligations in the OST. Microsoft makes available information about Subprocessors on a Microsoft website. When engaging any Subprocessor, Microsoft will ensure via a written contract that the Subprocessor may access and use Customer Data or Personal Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Customer Data or Personal Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by the OST.

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice (by updating the website and provide Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 14-days in advance of providing that Subprocessor with access to Customer Data or Personal Data. However, with respect to Core Online Services, Microsoft will give Customer notice (by updating the website

and provide Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 6-months in advance of providing that Subprocessor with access to Customer Data.

If Customer does not approve of a new Subprocessor, then Customer may terminate any subscription for the affected Online Service without penalty by providing, before the end of the relevant notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for any subscriptions for the terminated Online Service from subsequent invoices to Customer or its reseller.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is 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.

Customer understands that Microsoft may possess limited or no contact information for Customer’s students and students’ parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user’s use of the Online Service that may be required by applicable law and to 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 any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft’s possession as may be required under applicable law.

HIPAA Business Associate

If Customer is a “covered entity” or a “business associate” and includes “protected health information” in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer’s volume licensing agreement includes execution of the HIPAA Business Associate Agreement (“BAA”), the full text of which identifies the Online Services to which it applies and is available at <http://aka.ms/BAA>. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer’s volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft’s Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft’s mailing address is:

Microsoft Enterprise Service Privacy

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft’s data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.

Attn: Data Protection
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521

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Appendix A – Core Online Services

The term “Core Online Services” applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 for Customer Service Enterprise, Dynamics 365 for Customer Service Professional, Dynamics 365 for Field Service, Dynamics 365 Business Central, Dynamics 365 for Finance and Operations, Dynamics 365 for Marketing, Dynamics 365 for Project Service Automation, Dynamics 365 for Retail, Dynamics 365 for Talent, Dynamics 365 for Talent: Attract, Dynamics 365 for Talent: Onboard, Dynamics 365 for Sales Enterprise, and Dynamics 365 for Sales Professional. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Compliance Manager, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams, Microsoft To-Do, Office 365 Advanced Threat Protection, Office 365 Video, Office Online, OneDrive for Business, Outlook Customer Manager, Project Online (except Roadmap), SharePoint Online, Skype for Business Online, Sway, Yammer Enterprise and Customer’s organizational groups managed through the Kaizala Pro admin portal. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate outside of Microsoft’s control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded “for Office 365.”
Microsoft Azure Core Services	API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory, Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure Resource Manager, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, QnA Maker, Redis Cache, Scheduler, Security Center, Service Bus, Service Fabric, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Text Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
Microsoft Cloud App Security	The cloud service portion of Microsoft Cloud App Security.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Business Application Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft PowerApps, and Microsoft Flow. Microsoft Business Application Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Flow mobile applications, Power BI Desktop, or PowerApps Studio.
Windows Defender Advanced Threat Protection Services	The following cloud service portions of Windows Defender Advanced Threat Protection: Endpoint Detection & Response, Automatic Investigation & Remediation, Secure Score.

Appendix B – Security Measures

Microsoft has implemented and will maintain for Customer Data in the Core Online Services the following security measures, which, in conjunction with the security commitments in the OST (including the GDPR Terms), are Microsoft’s only responsibility with respect to the security of that data.

Domain	Practices
Organization of Information Security	Security Ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. Security Roles and Responsibilities. Microsoft personnel with access to Customer Data are subject to confidentiality obligations. Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service. Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.

Domain	Practices
Asset Management	Asset Inventory. Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access. Asset Handling - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	Security Training. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	Physical Access to Facilities. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals. Physical Access to Components. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain. Protection from Disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. Component Disposal. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.
Communications and Operations Management	Operational Policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data. Data Recovery Procedures - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Azure Government Services, which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. Data Beyond Boundaries - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities. Event Logging. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data. Access Authorization - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. Least Privilege - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function. Integrity and Confidentiality - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. Authentication - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.

Domain	Practices
	- Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. Network Design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.
Information Security Incident Management	Incident Response Process - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the “Security Incident Notification” section above) will be made without undue delay and, in any event, within 72 hours. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft’s redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

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Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

Definitions

“Azure Government Services” means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the “US Gov” regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

“Bing Search Services” means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

“Bing Search Services Data” means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

“Customer Solution” means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

“Microsoft Azure Services” means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those licensed separately. “Microsoft Azure Services” includes any open source components incorporated by Microsoft in those services and features.

“Microsoft Translator” means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features

Microsoft will provide Customer with 12 months’ notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination

The expiration or termination of Customer’s Online Service subscription will not change Customer’s obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer’s volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer’s volume licensing agreement are met by that use.

Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

O Azure Lab Services

End User Relationship

While Microsoft provides Azure Lab Services to you, as between you and Microsoft, you are the sole provider of related services to your end users and shall have sole and exclusive responsibility to end users, including any support obligations. Your end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft

You will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

You acknowledge and agree that Microsoft has no obligation or liability to you or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification

You agree to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. You shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms

In order to provide the services to end users, you and your end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: You are the sole provider of the services. You are responsible for providing any support to end users. The services will be provided by you to your end users under your terms of use and privacy policy.

Compliance: You are solely responsible for ensuring compliance with all applicable laws, including, but not limited to GDPR, with respect to your provision and end users' use of the service.

Disclaimer of Warranties: You will disclaim any and all warranties in connection with the services, and you will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: You will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between you and Microsoft.

Updates

You are responsible for updating the virtual machines (VMs) in your portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

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O Azure Maps

Navigation restrictions

You may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

You may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with your data and/or data supplied or created by any third party.

You will not use the data delivered by the Azure Maps in combination with any other third-party database, except that you may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

You may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users.

Caching Results on a device or client browser is permitted where the purpose of such caching is to reduce latency times of the service used by you on such device or client browser. Results may not be stored for longer than: (i) than the validity period indicated in returned headers; or (ii) 30 days, whichever is the shortest.

You may not display any Results on any third-party content or geographical map database.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/).

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

You may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

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O Microsoft Azure Stack

Microsoft Azure Stack is a Microsoft Azure Service.

Microsoft Azure Stack Privacy

The Enterprise and Developer Privacy Statement located at <https://www.microsoft.com/en-us/privacystatement/EnterpriseDev> applies to Customer's use of Microsoft Azure Stack. If a Microsoft Cloud Agreement Customer uses Microsoft Azure Stack software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

Use of Microsoft Azure Stack

Customer may use Microsoft Azure Stack only on the hardware on which it is preinstalled. Microsoft Azure Stack includes Windows Server, Windows Software Components and SQL Server Technology, each of which are subject to the Included Technologies section of the Product Terms and may not be used outside of Microsoft Azure Stack.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack infrastructure (e.g. it may not be used to run any application workloads).

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O Bing Search Services

Bing Search Services Use and Display Requirements

Customer must comply with use and display requirements for the Bing Search Services which are available at <https://aka.ms/r1j7iq>. Customer must use results it obtains through the Bing Search Services only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Bing Search Services are not Products, Fixes, or Services Deliverables.

Bing Search Services Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Bing Search Services, except that this Bing Search Services section of the Online Services Terms controls to the extent it conflicts with the Microsoft Privacy Statement.

Use of Bing Search Services Data

Customer is solely responsible for the content of all Bing Search Services Data.

Microsoft may process Bing Search Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Bing Search Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Bing Search Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

This Use of Bing Search Services Data section of the Online Services Terms will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all right, title and interest in and to Bing Search Services Data. Microsoft acquires no rights in Bing Search Services Data, other than the rights Customer grants to Microsoft in this Use of Bing Search Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Application of Data Protection Terms to Bing Search Services

Only the following sections of the Data Protection Terms apply to the Bing Search Services: Data Transfers, Use of Subcontractors, and How to Contact Microsoft. These sections do not apply to Previews of the listed services.

GDPR Terms do not apply to Bing Search Services:

The GDPR Terms do not apply to the Bing Search Services.

Precedence:

This Bing Search Services section controls to the extent there is any conflict with other parts of the OST.

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Microsoft Cognitive Services

Microsoft Translator and Bing Search Services Limit on Customer use of service output

Customer may not use any data from the Bing Search Services or Microsoft Translator for the purpose of developing or offering any comparable machine-learning based service.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Inactive Cognitive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Cognitive Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

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O Microsoft Genomics

Microsoft Genomics Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA").

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

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0 Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at <https://aka.ms/actestprivacypolicy> applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories. Microsoft will only use such data to provide Customer the Visual Studio App Center service, including purposes compatible with providing the service.

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Microsoft Azure Plans

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Advanced Threat Protection for Users, Azure Information Protection, and Microsoft Intune.

0 Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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0 Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

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External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Azure Active Directory service level.

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O Azure Information Protection Premium

Notices

The Bing Maps Notices in [Attachment 1](#) applies. Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

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Microsoft Dynamics 365 Services

Dynamics 365 Plan	Dynamics 365 for Project Service Automation
Dynamics 365 Unified Operations Plan	Dynamics 365 for Retail
Dynamics 365 Customer Engagement Plan	Dynamics 365 for Sales Enterprise
Dynamics 365 for Case Management	Dynamics 365 for Sales Professional
Dynamics 365 for Customer Service Enterprise	Dynamics 365 AI for Sales
Dynamics 365 for Customer Service Professional	Dynamics 365 for Talent
Dynamics 365 for Field Services	Dynamics 365 for Talent: Attract
Dynamics 365 Business Central Essentials	Dynamics 365 for Talent: Onboard
Dynamics 365 Business Central Premium	Dynamics 365 for Team Members
Dynamics 365 Business Central Team Member	Dynamics 365 Layout
Dynamics 365 for Marketing	Dynamics 365 Remote Assist
Dynamics 365 for Operations Activity	Microsoft Relationship Sales solution
Dynamics 365 for Operations Device	Microsoft Relationship Sales solution Plus
Dynamics 365 for Operations Order Lines	

Notices

The Bing Maps and Professional Services Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other offerings that fulfill SL requirements.

External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in the Dynamics 365 Unified Operations Plan, Dynamics 365 for Retail, Dynamics 365 for Talent, Dynamics 365 for Talent: Attract, or Dynamics 365 for Talent: Onboard.

Administration Portal

Customers with Dynamics 365 Unified Operations Plan, Dynamics 365 for Retail, or Dynamics 365 for Talent SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 for Sales Professional and Enterprise licenses, (ii) Dynamics 365 for Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and Dynamics 365 for Unified Operations Plan licenses if,

- Each Online Service is deployed under a separate instance,
- All users accessing the instance are licensed with the single choice of Online Service, and
- No users have direct or indirect access to instances deployed with the other Online Service

Dynamics 365 for Marketing Service Level Agreement

There is no SLA for Dynamics 365 for Marketing.

Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

Dynamics 365 Unified Operations Plan Source Code

Customer may modify for its internal use the application source code for Dynamics 365 Finance and Operations and Dynamics 365 for Retail.

Dynamics 365 for Talent, Dynamics 365 for Talent: Attract, and Dynamics 365 Talent: Onboard

Users accessing the Online Service who are (1) candidates in the attract module or (2) new hires in the onboard module do not need a SL.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 for Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 for Marketing, Dynamics 365 for Talent: Attract, Dynamics 365 for Talent: Onboard, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

Dynamics 365 for Operations on-premises Server

Customer's with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Unified Operations Plan (or any separately licensed component of the Plan) may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

Dynamics 365 on-premises Server

Customers with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Customer Engagement Plan (or any separately licensed component of the Plan) may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

Dynamics 365 Business Central on-premises

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

Microsoft Relationship Sales solution

Microsoft Relationship Sales solution includes Dynamics 365 for Sales Enterprise and LinkedIn Sales Navigator Team or Enterprise. LinkedIn Sales Navigator Team/Enterprise is for the sole use of the Microsoft Relationship Sales solution Licensed User for the duration of the subscription.

LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at <https://www.linkedin.com/legal/preview/user-agreement>. Despite anything to the contrary in Customer's volume licensing agreement (including these Online Services Terms), the LinkedIn Privacy Policy available at <https://www.linkedin.com/legal/privacy-policy> will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data importer) and Customer (as data exporter) will comply with the applicable standard contractual clauses located at: <https://business.linkedin.com/c/15/10/eu-scc>.

Service Level Agreement

There is no SLA for LinkedIn Sales Navigator Team or Enterprise.

Dynamics 365 for Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (<https://go.microsoft.com/fwlink/?LinkId=866544&clid=0x409>). The number of allowed transactions is limited to the number of order lines licensed.

Dynamics 365 AI for Sales

Service Level Agreement

There is no SLA for Dynamics 365 AI for Sales.

Dynamics 365 Layout

Service Level Agreement

There is no SLA for Dynamics 365 Layout.

Dynamics 365 Remote Assist

Service Level Agreement

There is no SLA for Dynamics 365 Remote Assist.

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Office 365 Services

Notices

The Bing Maps Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Teams

Notice: The H.264/MPEG-4 AVC Notice in [Attachment 1](#) applies to all Office 365 Services that include Microsoft Teams.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

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O Audio Services

Skype for Business Online (Plan 2)
Audio Conferencing
Calling Plan
Common Area Phone

Communication Credits
Meeting Room
Phone System

Core Features for Office 365 Services

Skype for Business Online Plan 2 or their successor services will have the following [Core Features](#) capabilities:

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence

An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

Notices

The H.264/MPEG-4 AVC and/or VC-1 Notices in [Attachment 1](#) apply.

External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Meeting Room offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Calling and Conferencing services are provided by the Microsoft Affiliate authorized to administer them. Pricing for Calling and Conferencing services may include applicable taxes and fees. Calling and Conferencing services terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available on the Volume Licensing site at

<http://go.microsoft.com/fwlink/?LinkId=690247>.

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Important Information About Emergency Services

Customer must notify each user of a Calling Plan that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Office 365 may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through a Calling Plan service; and (iii) although Calling Plan services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

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O Exchange Online

Exchange Online (Plan 1 and 2)
Exchange Online K1
Exchange Online Archiving for Exchange Online
Exchange Online Archiving for Exchange Server

Data Loss Prevention
Office 365 Advanced Threat Protection
Office 365 Threat Intelligence

Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following [Core Features](#) capabilities:

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Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following [Core Features](#) capabilities:

Storage

Customer will be able to allow an end user to store email messages.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server

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

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may also activate Microsoft Outlook Mobile software to use on up to five smartphones and five tablets.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://go.microsoft.com/?linkid=9839206>.

Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement

There is no SLA for Office 365 Advanced Threat Protection or Office 365 Threat Intelligence.

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O Office 365 Applications

Office 365 Business
Office 365 ProPlus

Visio Online (Plan 1 and 2)

Service Level Agreement

There is no SLA for Visio Online.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on shared servers on Microsoft Azure or with a Qualified Multitenant Hosting Partner. A list of Qualified Multitenant Hosting Partners and additional deployment requirements are available at www.office.com/sca. This shared computer activation provision does not apply to Customers licensed for Office 365 Business; and
- 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.
- may use Internet-connected Online Services provided as part of ProPlus. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than this OST and with respect to which Microsoft is a data controller, as identified in product documentation.

Smartphone and Tablet Devices

Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets. For users of Office 365 A1, E1, F1, and Business Essentials and Microsoft 365 E1, F1 this right to activate Microsoft Office Mobile software is limited to devices with integrated screens 10.1" diagonally or less.

The following terms apply only to Office 365 ProPlus

Office Home & Student 2013 RT Commercial Use

The commercial use restriction for Office Home & Student 2013 RT is waived for each Office 365 ProPlus User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

Office Online Server

For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

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Office Online

Core Features for Office 365 Services

Office Online or its successor service will have the following [Core Features](#) capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

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OneDrive for Business

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

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Project Online

Project Online Essentials
Project Online Professional

Project Online Premium

Installation and Use Rights for Project application

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

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on shared servers on Microsoft Azure or with a Qualified Multitenant Hosting Partner. A list of Qualified Multitenant Hosting Partners and additional deployment requirements is available at www.office.com/sca; and
- 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 SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Online Professional or Premium User SL are limited to storing and accessing data in support of Project Online.

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SharePoint Online

SharePoint Online (Plan 1 and 2)
SharePoint Online K1

Duet Enterprise Online for Microsoft SharePoint and SAP

Core Features for Office 365 Services

SharePoint Online or its successor service will have the following [Core Features](#) capabilities:

Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage

Customer will be able to set storage capacity limits for a site created by an end user.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

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Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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O Microsoft Stream

Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

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Other Online Services

O Bing Maps Enterprise Platform and Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Enterprise Platform or Mobile Asset Management Platform. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- For the Bing Maps Enterprise Platform Service SL, either:
 - o Bing Maps Public Website Usage Add-on SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
 - o Bing Maps Internal Website Usage Add-on SL, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
 - o Bing Maps Known User Add-on SL, or
 - o Bing Maps Light Known User Add-on SL.
- For the Mobile Asset Management Platform Service SL; for each Asset either:
 - o Mobile Asset Management for North America Add-on SL (routing or without routing)
 - o Mobile Asset Management for Europe Add-on SL (routing or without routing), or
 - o Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Qualifying Mobile Asset Management Platform Service SL Add-on SLs

For the Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users

Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Mobile Asset Management Platform must have a SL.

Bing Maps APIs

Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

Bing Maps Privacy

The Microsoft Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: <https://go.microsoft.com/fwlink/?LinkId=521839> apply to Customer's use of the Bing Maps Services.

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O Business Application Platform

Microsoft Flow
Microsoft PowerApps

Microsoft Power BI Pro
Microsoft Power BI Premium

Notices

The Bing Maps, H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

Microsoft Power BI

Definitions

“Customer Application” means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

“Embedded Capabilities” means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer’s volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer’s volume licensing agreement are met by that use. Customers may not use this hosting exception to provide access to content stored in backend-only capacity.

Limitations

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server. If, however, Customer elects to use Power BI Premium backend-only capacity, then a Power BI Pro User SL is required to view content that is shared from that capacity.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Microsoft PowerApps

Restricted Entities

Customer may not create, modify, or delete any data from entities of the type designated as “restricted” in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>. Customer has read-only access to such restricted entities.

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O GitHub Enterprise

GitHub Enterprise is provided by GitHub, Inc. By using GitHub Enterprise, Customer agrees to be bound by the GitHub terms available at https://aka.ms/github_terms. Notwithstanding anything to the contrary in Customer’s volume licensing agreement (including these Online Services Terms), the GitHub Privacy Statement available at <https://help.github.com/articles/github-privacy-statement/> and the GitHub Data Protection Addendum located at https://aka.ms/github_terms will apply to Customer’s use of GitHub Enterprise.

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O Microsoft Cloud App Security

External User Allowance

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In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

Notices

The Bing Maps and Professional Services notices in [Attachment 1](#) apply.

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O Microsoft Healthcare Bot Service

Definitions

"Customer Healthcare Bot Application" means an application or any set of applications that adds primary and significant functionality to the Microsoft Healthcare Bot Service and that is not primarily a substitute for the Microsoft Healthcare Bot Service.

Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Microsoft Healthcare Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Healthcare Bot Application and the Microsoft Healthcare Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the Customer Healthcare Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Healthcare Bot Application, including, as applicable, those set forth in the following [form](#).

Use Limitation

CUSTOMER ACKNOWLEDGES THAT THE MICROSOFT HEALTHCARE BOT SERVICE (1) IS NOT INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE (OR MEDICAL DEVICES) FOR THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR OTHERWISE TO BE USED AS A COMPONENT OF ANY CLINICAL OFFERING OR PRODUCT, AND NO LICENSE OR RIGHT IS GRANTED TO USE THE MICROSOFT HEALTHCARE BOT SERVICE FOR SUCH PURPOSES, (2) IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT, AND (3) SHOULD NOT BE USED FOR EMERGENCIES AND DOES NOT SUPPORT EMERGENCY CALLS. CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HEALTHCARE BOT APPLICATION WILL CONSTITUTE CUSTOMER'S OWN PRODUCT OR SERVICE, SEPARATE AND APART FROM THE MICROSOFT HEALTHCARE BOT SERVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF THE CUSTOMER HEALTHCARE BOT APPLICATION, AND FOR PROVIDING END USERS WITH APPROPRIATE WARNINGS PERTAINING TO USE OF THE CUSTOMER HEALTHCARE BOT APPLICATION. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF ITS USE OF THE MICROSOFT HEALTHCARE BOT SERVICE IN CONNECTION WITH THE CUSTOMER HEALTHCARE BOT APPLICATION, INCLUDING (WITHOUT LIMITATION) ANY SUCH INJURIES TO END USERS.

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O Microsoft Intune

Microsoft Intune (per user)
Microsoft Intune for Devices
Microsoft Intune for EDU (per user, per device)

Microsoft Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user, per device)
("Microsoft Intune Add-On")

Notices

Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user.

Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software

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The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>.

SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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0 Microsoft Learning

Microsoft Learning E-Reference Library

Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning Imagine Academy Service SL

A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

Microsoft Learning Imagine Academy Program Guidelines

The Imagine Academy program guidelines, located at <http://www.microsoft.com/itacademy>, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party

Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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0 Minecraft: Education Edition

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

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0 Office 365 Developer

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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0 Windows Desktop Operating System

Data Retention

The Windows Defender Advanced Threat Protection and Windows Analytics portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

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Attachment 1 – Notices

Bing Maps

The Online Service or its included 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. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/fwlink?id=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

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Professional Services

Professional Services are provided subject to the "Professional Services Terms" below. If, however, Professional Services are included in a separate agreement, then the terms of that separate agreement will apply.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associated Agreement signed by the parties, do not apply unless expressly made applicable by the Professional Services Terms below.

Support Data

Processing of Support Data

Support Data will be used and otherwise processed only to provide Customer with technical support, including purposes compatible with providing technical support. Microsoft will not use or otherwise process Support Data or derive information from it for advertising or similar commercial purposes without Customer's permission. As between the parties, Customer retains all right, title and interest in and to Support Data. Microsoft acquires no rights in Support Data, other than the rights Customer grants to Microsoft to provide support to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Processing of Personal Data included in Support Data; GDPR

Personal Data provided to Microsoft by, or on behalf of, Customer in connection with the provision of technical support is also Support Data. To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in Attachment 4 govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data included in Support Data; GDPR"):

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data included in Support Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. However, Microsoft and Customer agree that Microsoft is the data controller for business contact information or other Personal Data that may be collected at the same time as Support Data but is needed to maintain the business relationship with the Customer. Microsoft will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including the OST) along with Customer's use of Professional Services are Customer's complete and final documented instructions to Microsoft for the processing of Personal Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

Processing of Personal Data included in Support Data

The parties acknowledge and agree that:

- The subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- The duration of the processing shall be for the duration of the Customer's right to receive technical support and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of the OST;
- The nature and purpose of the processing shall be to provide technical support pursuant to Customer's volume licensing agreement;
- The types of Personal Data processed in connection with the provision of technical support include those expressly identified in Article 4 of the GDPR; and

- The categories of data subjects are Customer’s representatives and end users, such as employees, contractors, collaborators, and customers.

For data subject requests and records of processing activities related to Support Data, and Personal Data included therein, Microsoft will abide by the applicable obligations set forth in the “Data Subject Rights; Assistance with Requests” and “Records of Processing Activities” provisions in the Data Protection Terms section of the OST.

Security of Support Data

Microsoft will implement and maintain technical and organizational measures to protect Support Data. Those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Support Data while processed by Microsoft, Microsoft will abide by the obligations set forth in the “Security Incident Notification” provision in the Data Protection Terms section of the OST.

Data Location and Transfer

Support Data that Microsoft processes on Customer’s behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Affiliates or Subprocessors operate. Customer appoints Microsoft to perform any such transfer of Support Data to any such country and to store and process that data to provide technical support. Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail. Microsoft agrees to notify Customer in the event that it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Other Support Data Commitments

Disclosure

The disclosure of Support Data by Microsoft to third parties is governed by the same restrictions and procedures that govern Customer Data set forth in the “Disclosure of Customer Data” provision in the Data Protection Terms section of the OST.

Deletion or Return

Microsoft will delete or return all copies of Support Data, and Personal Data included therein, after the business purposes for which the Support Data was collected or transferred have been fulfilled or earlier upon Customer’s request.

Use of Subprocessors

Microsoft’s use of Subprocessors in connection with the provision of technical support for Online Services is governed by the same restrictions and procedures that govern its use of Subprocessors in connection with the Online Services set forth in the “Notice and Controls on use of Subprocessors” provision in the Data Protections Terms section of the OST.

Educational Institutions

Microsoft’s acknowledgements and agreements and Customer’s responsibilities to obtain parental consent and convey notification set out in the “Educational Institutions” provision in the Data Protection Terms section of the OST also apply with respect to Support Data.

Other Professional Services Terms

Processing of Personal Data

To the extent Microsoft is a processor or subprocessor of Personal Data, not included within Support Data, in connection with the provision of Professional Services, Microsoft makes the commitments (a) in the “Processing of Personal Data; GDPR” provision of the Data Protection Terms section of the OST and (b) in the GDPR Terms in Attachment 4 to all customers effective May 25, 2018.

Use of Subprocessors

Microsoft may hire Subprocessors to perform certain services on its behalf. For Professional Services other than technical support for Online Services, Customer consents to Microsoft engaging Subprocessors for the processing of Personal Data. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by this Attachment.

A list of Microsoft’s Subprocessors is available upon request. If such list is requested, at least 14 days before authorizing any new Subprocessor to access Personal Data, Microsoft will update the list and provide Customer with a mechanism to obtain notice of that update.

If Customer does not approve of a new Subprocessor, then Customer may terminate the Agreement for the affected Professional Services by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

Obligations of the Parties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer’s sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables

"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

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Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

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Notice about Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

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

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND 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. REFER TO www.mpegla.com.

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

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Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the tables below, a cell is shaded **blue** in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services. For Education and Government offers, see the Public Sector table below.

Online Service	Office 365 Enterprise ^{1,3}				Office 365 Business Essentials	Office 365 Business Premium	Enterprise Mobility + Security		Microsoft 365 Enterprise ²			Microsoft 365 Protection Suite		Microsoft 365 Business	Dynamics 365 Enterprise Edition		
	F1	E1	E3	E5			E3	E5	F1	E3	E5	Info/Comp	Ident/Threat ⁶		Cust Eng ⁴	Uni Ops ⁴	Plan
Exchange Online K1																	
Exchange Online Plan 1																	
Exchange Online Plan 2																	
SharePoint Online K1																	
SharePoint Online Plan 1																	
SharePoint Online Plan 2																	
Skype for Business Online Plan 2																	
Phone System																	
Audio Conferencing																	
Office Online																	
Office 365 Business																	
Office 365 ProPlus																	
Microsoft MyAnalytics																	
Office 365 Advanced Compliance																	
Office 365 Cloud App Security																	
Office 365 Data Loss Prevention																	
Office 365 Advanced Threat Protection Plan 1																	
Office 365 Advanced Threat Protection Plan 2																	
Microsoft Power BI Pro																	
Microsoft Intune																	
Azure Info Protection Premium Plan 1																	
Azure Info Protection Premium Plan 2																	
Azure Active Directory Premium Plan 1																	
Azure Active Directory Premium Plan 2																	
Azure Advanced Threat Protection for Users																	
Microsoft Cloud App Security																	
Microsoft Dynamics 365 for Customer Service																	
Microsoft Dynamics 365 for Field Service																	
Microsoft Dynamics 365 for Project Service Automation																	
Microsoft Dynamics 365 for Retail																	
Microsoft Dynamics 365 for Sales Enterprise																	
Microsoft Dynamics 365 for Talent																	
Microsoft Flow Plan 1																	
Microsoft PowerApps Plan 1																	
Microsoft PowerApps Plan 2																	
Microsoft Stream Plan 2																	

¹ Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.

² In addition to the Online Services identified above, the Microsoft 365 fulfills the SL requirement for Windows SA per User as described in the Product Terms.

³ Inclusion of Skype for Business Online Audio Conferencing with Office 365 Enterprise E5 is dependent on regional availability.

⁴ In addition to the Online Services identified above, Dynamics 365 Unified Operations Plan includes finance and operations functionality as described in Appendix C of the Dynamics 365 Enterprise edition Licensing Guide <https://www.microsoft.com/en-us/dynamics365/pricing>.

⁵ Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

⁶ Microsoft 365 Identity & Threat Protection Suite includes Windows Defender Advanced Threat Protection.

Public Sector

Online Service	Office 365 Government ^{1,3}					Office 365 Education ³			Microsoft 365 Education ²		
	F1	E1	E3	E4	E5	A1	A3	A5	A1	A3 ⁵	A5
Exchange Online K1											
Exchange Online Plan 1											
Exchange Online Plan 2											
SharePoint Online K1											
SharePoint Online Plan 1											
SharePoint Online Plan 2											
Skype for Business Online Plan 2											
Phone System											
Audio Conferencing											
Office Online											
Office 365 ProPlus											
Microsoft MyAnalytics											
Office 365 Advanced Compliance											
Office 365 Cloud App Security											
Office 365 Data Loss Prevention											
Office 365 Threat Intelligence											
Microsoft Power BI Pro											
Office 365 Advanced Threat Protection											
Microsoft Intune											
Azure Info Protection Premium Plan 1											
Azure Info Protection Premium Plan 2											
Azure Active Directory Premium Plan 1											
Azure Active Directory Premium Plan 2											
Azure Advanced Threat Protection for Users											
Microsoft Cloud App Security											
Microsoft Stream Plan 2											
Minecraft: Education Edition											

¹ Add-on Suite SLs that include “without ProPlus” in the title do not include rights to Office 365 ProPlus.

² In addition to the Online Services identified above, the Microsoft 365 Education fulfills the SL requirement for Windows SA per User as described in the Product Terms.

³ Inclusion of Skype for Business Online Audio Conferencing with Office 365 Government/Education E5/A5 is dependent on regional availability.

⁴ Includes Microsoft 365 Education A3 with Core CAL.

⁵ Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

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Attachment 3 – The Standard Contractual Clauses (Processors)

Execution of the volume licensing agreement by Customer includes execution of this Attachment 3, which is countersigned by Microsoft Corporation. To opt out of the “Standard Contractual Clauses”, Customer must send the following information to Microsoft in a written notice (under terms of the Customer’s volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies; and
- a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

Beginning May 25, 2018 and thereafter, references to various Articles from the Directive 95/46/EC in the Standard Contractual Clauses below will be treated as references to the relevant and appropriate Articles in the GDPR.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a “party,” together “the parties,” have agreed on the following Contractual Clauses (the “Clauses” or “Standard Contractual Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Protection Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

- a. Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.
- b. Scope and Purpose of Data Processing.** The scope and purpose of processing personal data is described in the Security Practices and Policies section of the OST. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.
- c. Customer Data Access.** For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.
- d. Data Exporter's Instructions.** For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.
- e. Customer Data Deletion or Return.** Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Personnel. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

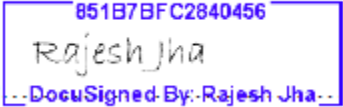
2. Data Privacy Contact. The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation
Attn: Chief Privacy Officer
1 Microsoft Way
Redmond, WA 98052 USA

3. Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the Security Practices and Policies section of the OST, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the Security Practices and Policies section of the OST are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature  Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052

Attachment 4 – European Union General Data Protection Regulation Terms

Microsoft makes the commitments in these GDPR Terms, to all customers effective May 25, 2018. These commitments are binding upon Microsoft with regard to Customer regardless of (1) the version of the OST that is otherwise applicable to any given Online Services subscription or (2) any other agreement that references this attachment.

For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the Online Services Terms or other agreement between Microsoft and Customer. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

Relevant GDPR Obligations: Articles 28, 32, and 33

1. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))
2. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter “Union”) or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer’s licensing agreement, including these GDPR Terms. In particular, Microsoft shall:
 - (a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;
 - (e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the GDPR;
 - (f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;
 - (g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
 - (h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

3. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor’s obligations. (Article 28(4))

4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a)** the pseudonymisation and encryption of Personal Data;
- (b)** the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c)** the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- (d)** a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

5. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))

6. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

7. Microsoft shall notify Customer without undue delay after becoming aware of a personal data breach. (Article 33(2)). Such notification will include that information a processor must provide to a controller under Article 33(3) to the extent such information is reasonably available to Microsoft.

Volume
Licensing

Services Provider Use Rights November 1, 2018

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Introduction

About this Document

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

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

What this Document Contains

The SPUR includes the following sections:

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

Product Entry

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

Date Available: June 2014	License Terms: Universal ; Per Core	Product-Specific License Terms : Standard and Branch editions
Prior Version: BizTalk Server 2013	Prerequisite: N/A	Access License Requirement: N/A
Additional Software: All editions	Client Software : All editions (includes Additional Software)	DCP Eligible: N/A
Disaster Recovery : All editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: Office Web Apps; Windows Software Component	License Mobility : Yes	Notices: N/A

Blue underline text is a "hyperlink" redirecting to more

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

A gray cell means the attribute does not apply to the Product(s)

Hovering a cursor over blue text displays additional information

Clarifications and Summary of Changes to this Document

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

• Additions	• Deletions
• Skype for Business Server 2019 Standard	• Skype for Business Server 2015 Standard
• Skype for Business Server 2019 Enterprise	• Skype for Business Server 2015 Enterprise
• Skype for Business Server 2019 Plus	• Skype for Business Server 2015 Plus
• Skype for Business 2019 Enterprise Plus	• Skype for Business 2015 Enterprise Plus
• SharePoint Server 2019 Standard	• SharePoint Server 2016 Standard
• SharePoint Server 2019 Enterprise	• SharePoint Server 2016 Enterprise
• SharePoint 2019 Hosting	• SharePoint 2016 Hosting
• Project Server 2019	• Project Server 2016
• Exchange Server 2019 Hosted Exchange Basic	• Exchange Server 2016 Hosted Exchange Basic
• Exchange Server 2019 Hosted Exchange Standard	• Exchange Server 2016 Hosted Exchange Standard
• Exchange Server 2019 Hosted Exchange Standard Plus	• Exchange Server 2016 Hosted Exchange Standard Plus

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• Exchange Server 2019 Hosted Exchange Enterprise	• Exchange Server 2016 Hosted Exchange Enterprise
• Exchange Server 2019 Hosted Exchange Enterprise Plus	• Exchange Server 2016 Hosted Exchange Enterprise Plus

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License Terms

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

Universal License Terms

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

1. Definitions

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

2. Customer's Use Rights

If Customer complies with its SPLA, including the SPUR, Customer may use the software as expressly permitted in the SPUR. Customer needs a [License](#) for each Product and separately licensed functionality used on a device or by a user.

3. Rights to Use Other Versions

For any permitted copy or [Instance](#), Customer may create, store, install, run or access in place of the version licensed, a copy or [Instance](#) of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. [Licenses](#) for prior versions and lower editions do not satisfy the licensing requirements for a Product.

4. Applicable Use Rights

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

5. Disaster Recovery Rights

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

5.1 Permitted Periods of Use

The disaster recovery server can run only during the following exception periods:

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

5.2 Conditions on Use

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

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

5.3 Use of Windows Server

Windows Server [Licenses](#) are not required for the disaster recovery server if the following conditions are met:

- The Hyper-V role within Windows Server is used to replicate [Virtual OSEs](#) from the production server at a primary site to a disaster recovery server.

- The disaster recovery server is used only to:
 - 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](#), and
 - run disaster recovery workloads as described above.

6. Third Party Software

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

7. Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

8. Restrictions

Customer may not (and is not licensed to) rent the software, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one [OSE](#) under a single [License](#) or [Licensed Server](#) (even if the [OSEs](#) are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

9. License Assignment and Reassignment

Before Customer uses software under a [License](#), it must assign that [License](#) to a device or user, as appropriate. Customer may reassign a [License](#) to another device or user, but not during the same calendar month, unless the reassignment is due to (i) permanent hardware failure or loss, or (ii) temporary reallocation of [SALs](#) to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user.

10. Technical Measures

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

10.1 Activation and validation

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

10.2 Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its KMS machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

11. Notices

Where indicated in each Product Entry, the following notices apply:

11.1 Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and services providers. Use of that information is described in the privacy statement available in each software Product.

11.2 Bing Maps

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

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

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

11.4 Malware protection

Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

12. Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a [Licensed Device](#) and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

13. Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

14. Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product. This does not apply to the .NET Framework.

15. Software Plus Services

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

16. Third Party Internet Sites

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

17. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number required [Licenses](#).

18. Creating and Storing Instances of Servers or Storage Media

For any License Customer acquires, Customer may create and store [Instances](#) of the corresponding software solely to exercise its right to use [Running Instances](#) of software under that [License](#) as permitted in this document.

19. Distributable Code

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

19.1 Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- **REDIST.TXT Files:** Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".

- **Sample Code, Templates, and Styles:** Customer may modify, copy, and distribute the source and object code form of code marked as “sample”, “template”, “simple styles” and “sketch styles.”
- **Third Party Distribution:** Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- **Image Library:** Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

19.2 Distribution Requirements

If Customer distributes any Distributable Code Customer must:

- Only distribute it with Customer’s programs, where Customer’s programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer’s volume licensing agreement, including the SPUR;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of Customer’s programs, except to the extent that any claim is based solely on the Distributable Code included in Customer’s programs.

19.3 Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in Customer’s programs’ names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

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License Model Terms

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

• Per Core (Applications)

For Products under the Per Core (Applications) License Model, Customer must choose either licensing by [Physical Core](#) on a [Server](#) or licensing by Individual [Virtual OSE](#). The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

1. Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four per core [Licenses](#) per [Physical Processor](#).
3. For enterprise editions, Customer may use any number of [Running Instances](#) of the server software on the [Licensed Server](#) in the [Physical OSE](#) and/or any number of [Virtual OSEs](#).
4. For other editions Customer may use any number of [Running Instances](#) of the server software only in the [Physical OSE](#) on the [Licensed Server](#).

Server Licenses (per core) – Licensing by Individual Virtual OSE

1. Customer may use any number of [Running Instances](#) of the server software in any [Virtual OSE](#) on the [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
2. The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of four [License](#) per [Virtual OSE](#).

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3. If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs a [License](#) for each [Hardware Thread](#) to which it is mapped.

• Per Core (Management)

Server Management Licenses (per core)

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

• Per Core (OS)

Server Licenses (per core)

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

• Per Processor

Server Licenses (per processor)

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

• Subscriber Access Licenses (SALs) for Server Software

Access License

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

• Subscriber Access Licenses (SALs) for Management Servers

Access License

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

• Subscriber Access Licenses (SALs) for Desktop Applications

Access License

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

Concurrent Connections for User SALs

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

Use of Windows Server Remote Desktop Services

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

• Host/Guest

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

Assigning Licenses

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

Software Use

Host Software

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

Guest Software

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

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Product Entries

Advanced Threat Analytics

Advanced Threat Analytics 2016 Client (SAL)

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

1. Server Software Access

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

2. Usage Requiring SAL

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

3. Country Restrictions

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

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BizTalk Server

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

BizTalk Server 2016 Branch (Core License)

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

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

1.1 Use Limitation

Customer may not use the server software, including the Master Secret Server, on a [Server](#) that is part of a networked cluster or in an [OSE](#) that is part of a networked cluster of [OSEs](#) on the same [Server](#).

1.2 Office Web Component

Customer may use the Office Web Component only to view and print copies of static documents, text and images created with the software. Customer does not need separate licenses for copies of the component.

2. Additional Terms for BizTalk Server Branch

Customer may use [Running Instances](#) of the software on [Licensed Servers](#) only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint. The [Licensed Server](#) may not:

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

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3. Additional Software

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

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Core Infrastructure Server (CIS) Suite

Core Infrastructure Server Suite Standard (Core License)

Core Infrastructure Server Suite Datacenter (Core License)

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

1. Applicable Use Rights

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

2. Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard. For each [Server](#) on which Customer runs CIS Suite Standard software, the number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of 8 Licenses per [Physical Processor](#). For each [Server](#) to which the required number of [Licenses](#) of CIS Suite Standard has been assigned Customer may, on the [Licensed Server](#), at any one time:

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

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

3. Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter. For each [Server](#) on which Customer runs CIS Suite Datacenter software, the number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of 8 [Licenses](#) per [Physical Processor](#). For each [Server](#) to which the required number of [Licenses](#) of CIS Suite Datacenter has been assigned Customer may, on the [Licensed Server](#), at any one time:

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

4. Management License

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

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5. Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the [License Terms](#) for that Product in the SPUR. All other requirements to acquire and assign [SALs](#) to users or devices for access and management, as set forth in the SPUR, remain in full force and effect.

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Microsoft Dynamics

• Microsoft Dynamics AX

Microsoft Dynamics AX 2012 R3 (SAL)

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

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

1. Server Software Access – Microsoft Dynamics AX 2012 R3

1.1 Self-Serve SAL

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

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

1.2 Task SAL

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

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

1.3 Functional SAL

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

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

1.4 Enterprise SAL

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

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

1.5 Store SAL

Access to Store Server software. A Store Server [SAL](#) is required for every commerce location or store.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Store SAL

1.6 SAL Waiver

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

2. Downgrade Rights

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

3. Modification Right

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

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

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

5. Additional Software

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

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• Microsoft Dynamics 365

Microsoft Dynamics 365 Services Provider (SAL)

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

1. Server Software Access

1.1 Team Members SAL

Access to server software for Team Members use.

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

1.2 Sales SAL

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

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

1.3 Customer Service SAL

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

Subscriber Access License	Microsoft Dynamics 365 for Customer Service SAL (user)

1.4 SAL Waiver

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

2. Downgrade Rights

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

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3. Eligibility for Qualified Offers

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

4. Yammer

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

5. Additional Software

Microsoft Dynamics CRM 2016 for Microsoft Office Outlook	Microsoft SharePoint Grid for Microsoft Dynamics CRM 2016	Microsoft Dynamics CRM 2016 Report Authoring Extensions
Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	Microsoft Dynamics CRM 2016 Best Practices Analyzer	Marketing Pilot Connector for Microsoft Dynamics CRM
Microsoft Dynamics CRM for supported devices	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016	

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• Microsoft Dynamics NAV

Microsoft Dynamics NAV 2018 (Processor License)

Microsoft Dynamics NAV 2018 (SAL)

Date Available: December 2017	License Terms: Universal ; Per Processor , SAL – Server Software	Product-Specific License Terms: Yes
Prior Version: Dynamics NAV 2017	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Dynamics NAV (SAL)
Disaster Recovery: Yes	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Access to the Starter Pack and Extended Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics NAV 2018 Full User SAL (user)

1.2 Standard User SAL

Access to the Starter Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics NAV 2018 Standard User SAL (user)

1.3 Limited User SAL

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

Subscriber Access License	Microsoft Dynamics NAV 2018 Limited User SAL (user)

1.4 Allocation of SALs by End User

Customer must allocate either Standard User [SALs](#) or Full User [SALs](#) to an End User’s users. Customer may not allocate a combination of Full User [SALs](#) and Standard User [SALs](#) to the same End User. Customer may also allocate Limited User [SALs](#) to an End User’s users.

1.5 SAL Waiver

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

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

2. Customization Packs per Processor

Each Processor license permits Customer to customize NAV for End User using one of the following six object types (in the following quantities): Tables (10), Codeunits (100), Pages (100), Reports (100), Queries (100), or XML Ports (100).

3. Additional Software

Microsoft Dynamics NAV 2018 Windows Rich Client Software	Microsoft Dynamics NAV 2017 SharePoint Client	Microsoft Dynamics NAV for iPad and iPhone App
Microsoft Dynamics NAV 2018 Web Client	Microsoft Dynamics NAV for Modern Windows App	Microsoft Dynamics NAV for Android Tablet and Phone App

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• Microsoft Dynamics GP

Microsoft Dynamics GP 2018 (Processor License)

Microsoft Dynamics GP 2018 (SAL)

Date Available: December 2017	License Terms: Universal ; Per Processor , SAL - Server Software	Product-Specific License Terms: Yes
Prior Version: Dynamics GP 2016 R2	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: N/A	DCP Eligible: Dynamics GP (SAL)
Disaster Recovery: Yes	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Access to of the Starter Pack and Extended Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics GP 2018 Full User SAL (user)

1.2 Standard User SAL

Access to all of the Starter Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics GP 2018 Standard User SAL (user)

1.3 Limited User SAL

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

Subscriber Access License	Microsoft Dynamics GP 2018 Limited User SAL (user)

1.4 Self-Serve User SAL

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

Subscriber Access License	Microsoft Dynamics GP 2018 Self-Serve User SAL (user)

1.5 Allocation of SALs by End User

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

1.6 SAL Waiver

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

2. Hosted Customization Licensed per Processor

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

3. Additional Software

Microsoft Dynamics GP 2018 Windows Rich Client Software	Management Reporter 2012 for Microsoft Dynamics GP Designer Client Software	Microsoft Dynamics GP 2018 Web Client

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• Microsoft Dynamics SL

Microsoft Dynamics SL 2018 (SAL)

Date Available: May 2018	License Terms: Universal ; SAL - Server Software	Product-Specific License Terms: All editions
Prior Version: Dynamics SL 2015	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Dynamics SL 2018 (SAL)
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Full User SAL

Full access to the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics SL 2018 Advanced Management Full User SAL (user)	Microsoft Dynamics SL 2018 Business Essentials Full User SAL (user)

1.2 Light User SAL

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

Subscriber Access License	Microsoft Dynamics SL 2018 Advanced Management Light User SAL (user)	Microsoft Dynamics SL 2018 Business Essentials Light User SAL (user)

1.3 Allocation of SALs by End User

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

1.4 SAL Waiver

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

2. Downgrade Rights

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

3. Additional Software

Microsoft Dynamics SL 2018 Windows Rich Client Software	Microsoft Dynamics SL 2018 Web Apps	Management Reporter 2012 for Microsoft Dynamics SL Designer Client Software

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Office Applications

• Office Desktop Applications

Office Professional Plus 2019 (SAL)
Office Standard 2019 (SAL)

Office Multi Language Pack 2013 (SAL)

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Date Available: October 2018	License Terms: Universal ; SALs for Desktop Applications	Product-Specific License Terms: Office Suites
Prior Version: Office 2016	Prerequisite: Office Multi Language Pack 2013 SALs requires Office suite SALs	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: Office Online Server (Office Suites only)	License Mobility: N/A	Notices: Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business); Internet-based Features

1. Office Professional Plus 2019 and Office Standard 2019

Component products in the [Suite](#) are available separately under separate [SALs](#).

2. Desktop Application Access

2.1 Office Professional Plus 2019 SALs

Subscriber Access License	Office Professional Plus 2019 SAL (user)

2.2 Office Standard 2019 SALs

Subscriber Access License	Office Standard 2019 SAL (user)

2.3 Office Multi Language Pack 2013 SALs

Subscriber Access License	Office Multi Language Pack 2013 SAL (user)

3. Office Online Server – Office Suites

Office [SALs](#) include the use of Office Online Server. Notwithstanding terms to the contrary in the license terms provided with the Office Online Server software, each user for whom Customer obtains an Office 2019 User SAL may access and use the Office Online Server software. Office Online Server rights are not included with the versions of the software prior to 2016.

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• Project

Project 2019 Standard (SAL)	Project 2019 Professional (SAL)

Date Available: October 2018	License Terms: Universal ; SALs for Desktop Application	Product-Specific License Terms: All editions
Prior Version: Project 2016	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features

1. Desktop Application Access – Project 2019 Standard

Subscriber Access License	Project 2019 Standard SAL (user)

2. Desktop Application Access – Project 2019 Professional

Subscriber Access License	Project 2019 Professional SAL (user)

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• Visio

Visio 2019 Standard (SAL)	Visio 2019 Professional (SAL)

Date Available: October 2019	License Terms: Universal ; SALs for Desktop Applications	Product-Specific License Terms: N/A

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Prior Version: Visio 2016	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: N/A	Client Software: N/A	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Desktop Application Access

1.1 Visio 2019 Standard

Subscriber Access License	Visio 2019 Standard SAL (user)

1.2 Visio 2019 Professional

Subscriber Access License	Visio 2019 Professional SAL (user)

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Office Servers

• Exchange Server

Exchange Server 2019 Hosted Exchange Basic (SAL)
Exchange Server 2019 Hosted Exchange Standard (SAL and SAL for SA)
Exchange Server 2019 Hosted Exchange Standard Plus (SAL)

Exchange Server 2019 Hosted Exchange Enterprise (SAL and SAL for SA)
Exchange Server 2019 Hosted Exchange Enterprise Plus (SAL)

Date Available: October 2015	License Terms: Universal ; SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: Exchange Server 2016	Prerequisite: SALs for SA	Access License Requirement: N/A
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

1.1 Basic SAL

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

Subscriber Access License	Exchange Server 2019 Hosted Exchange Basic SAL (user)

1.2 Standard SAL (or equivalent)

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

Subscriber Access License	Exchange Server 2019 Hosted Exchange Standard SAL (user)	Productivity Suite SAL (user)
	Hosted Exchange Standard SAL for SA (user)	Productivity Suite SAL for SA (user)
	Exchange Server 2019 Hosted Exchange Standard Plus SAL (user)	

1.3 Enterprise SAL (or equivalent)

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

Subscriber Access License	Exchange Server 2019 Hosted Exchange Enterprise SAL (user)	Exchange Server 2019 Hosted Exchange Enterprise Plus SAL (user)
	Hosted Exchange Enterprise SAL for SA(user)	

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2. SALs for SA qualifying CALs

SAL for SA	Qualifying CALs
Hosted Exchange Standard SAL	Exchange Server 2019 Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
Hosted Exchange Enterprise SAL	Exchange Server 2019 Standard CAL and Exchange Server 2019 Enterprise CAL
	Core CAL Suite and Exchange Server 2019 Enterprise CAL
	Enterprise CAL Suite

3. SAL Waiver – All editions

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

4. Outlook 2019 and Outlook for Mac 2019

Customer may permit use of one [Running Instance](#) of the Outlook 2019 or Outlook for Mac 2019 client software in one [Physical OSE](#) or [Virtual OSE](#) on a single device used by any user for whom it acquires an Enterprise Plus or Standard Plus user [SAL](#).

5. Additional Software

Exchange Management Tools		

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• Project Server

Project Server 2019 (SAL)

Date Available: November 2018	License Terms: Universal ; SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: Project Server 2016	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: Yes	Client Software: Includes all Additional Software	DCP Eligible: Yes
Disaster Recovery: Per Processor editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: Per Processor editions	Notices: N/A

1. Server Software Access

Subscriber Access License	Project Server 2019 SAL (user)	Project 2019 Professional SAL (user)

2. Additional Software

Software Development Kit		

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• SharePoint Server

SharePoint Server 2019 Standard (SAL and SAL for SA) SharePoint Server 2019 Enterprise (SAL and SAL for SA)

SharePoint 2019 Hosting (per Processor)

Date Available: November 2018	License Terms: Universal ; Per Processor ; SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: SharePoint Server 2016	Prerequisite: N/A	Access License Requirement: SharePoint Standard (SAL)
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: SAL editions only
Disaster Recovery: Per Processor editions	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: Per Processor editions	Notices: N/A

1. Server Software Access

Subscriber Access License	SharePoint Server 2019 Standard SAL (user) SharePoint Server 2019 Standard SAL for SA (user)	Productivity Suite SAL (user)

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1.1 Additional Functionality

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

Subscriber Access License	SharePoint Server 2019 Standard SAL/SAL for SA (user) and SharePoint Server Enterprise SAL/SAL for SA (user)	Productivity Suite SAL/SAL for SA (user) and SharePoint Server 2019 Enterprise SAL/SAL for SA (user)

2. SALs for SA qualifying CALs

SAL for SA	Qualifying CALs
SharePoint Server 2019 Standard SAL	SharePoint Server Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
SharePoint Server 2019 Enterprise SAL	SharePoint Server Standard CAL and SharePoint Server Enterprise CAL
	Core CAL Suite and SharePoint Server Enterprise CAL
	Enterprise CAL Suite

3. Permitted use of SharePoint Hosting

The requirement for SharePoint Server 2019 SALs are waived to access to content, information, and applications hosted on SharePoint Server software by External Users and internal users accessing the same content, information, and applications as the [External Users](#). Access to, information, and applications hosted on SharePoint Server software that are limited to internal users must be licensed under SharePoint Server SALs.

4. SharePoint Hosting – Licensing Based on Processors Used

4.1 Physical OSE

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

4.2 Virtual OSE

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

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

- one license for every X logical processors that [Virtual OSE](#) uses
- one license if the number of logical processors it uses is not a whole number multiple of X
“X,” as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

5. Additional Software

Software Development Kit		

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• Skype for Business Server

Skype for Business Server 2019 Standard (SAL and SAL for SA)
Skype for Business Server 2019 Enterprise (SAL and SAL for SA)

Skype for Business Server 2019 Plus (SAL and SAL for SA)
Skype for Business 2019 Enterprise Plus (SAL and SAL for SA)

Date Available: November 2018	License Terms: Universal ; SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: Skype for Business Server 2015	Prerequisite: SALs for SA	Access License Requirement: All Editions
Additional Software: All editions	Client Software: Includes all Additional Software	DCP Eligible: All editions
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: Windows Software Components	License Mobility: N/A	Notices: VC-1

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1. Server Access

1.1 Standard Functionality

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

Subscriber Access License	Skype for Business Server 2019 Standard SAL (user or device) Productivity Suite SAL (user)	Skype for Business Server 2019 Standard SAL for SA (user or device)

1.2 Enterprise Functionality

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

Subscriber Access License	Skype for Business Server 2019 Enterprise SAL (user or device) Productivity Suite SAL (user)	Skype for Business Server 2019 Enterprise SAL for SA (user or device)

1.3 Plus Functionality

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

Subscriber Access License	Skype for Business Server 2019 Plus SAL (user or device)	Skype for Business Server 2019 Plus SAL for SA (user or device)

1.4 Enterprise Plus Functionality

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

Subscriber Access License	Skype for Business Server 2019 Enterprise Plus SAL (user or device)

1.5 SAL Waiver – All Editions

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

2. SALs for SA Qualifying CALs

SAL for SA	Qualifying CALs
Skype For Business Server 2019 Standard SAL	Skype For Business Server 2019 Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
Skype For Business Server 2019 Enterprise SAL	Skype For Business Server 2019 Standard CAL and Skype For Business Server 2019 Enterprise CAL
	Core CAL Suite and Skype For Business Server Enterprise CAL
	Enterprise CAL Suite
	Office 365 Enterprise E3, E4, E5 or, Education A3, E4, A5, or Government E3 or E4 User SL
	Microsoft 365 E3 and E5
Skype For Business Server 2019 Plus SAL	Skype for Business Server 2019 Standard CAL and Skype For Business Server 2019 Plus CAL
	Core CAL Suite and Skype For Business Server Plus CAL
	Enterprise CAL Suite and Skype For Business Server Plus CAL
	Office 365 Enterprise E4, E5, or, Education E4, A5, or Government E4 User SL
	Microsoft 365 E5

3. Skype for Business Web Apps

3.1 Server Role

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

3.2 Applications

Each device for which Customer acquires a Device SAL and each user for whom Customer acquires a User SAL may access and use the Skype for Business Web App software solely to support access to and use of Skype for Business Server 2019, in order to view (but not edit) documents.

4. Skype for Business 2019 and 2015

Customer may create and run one [Instance](#) of the Skype for Business 2019 or 2015 client software in one [Physical OSE](#) or [Virtual OSE](#) on (a) any device for which Customer acquires a Device [SAL](#) or (b) a single device used by any user for whom Customer acquires a User [SAL](#).

5. Additional Software

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

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SQL Server

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

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

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

1. Server Software Access

1.1 SQL Server Standard

Subscriber Access License	SQL Server 2017 Standard(user)

2. Additional Terms for SQL Server Web Core

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

3. Automatic Updates to Previous Versions of SQL Server

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

4. Usage Feedback

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

5. Client Software

Documentation Components	Client Tools Connectivity	

6. Additional Software

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

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Suites

• Cloud Platform Suite

Cloud Platform Suite (Host License)

Cloud Platform Guest (Guest License)

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

1. Restricted Use of Software Components

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

2. Additional Terms – Cloud Platform Suite (Host)

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

2.1 System Center 2012 R2

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

2.2 Windows Azure Pack

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

2.3 SQL Server 2012 Standard

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

2.4 Windows Server 2012 R2

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

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

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

2.5. SAL Waiver

A SAL is not required for other devices to access the [Instances](#) of the Cloud Platform Suite software.

3. Additional Terms – Cloud Platform (Guest)

3.1 Separate Guest Licenses

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

3.2. Server Software Access

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

3.3 Additional Software

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

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• Productivity Suite

Productivity Suite (SAL or SAL for SA)

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

1. Additional Terms for Productivity Suite

Productivity Suite SAL and Productivity SAL for SA provides rights equivalent to the following [SALs](#): Hosted Exchange Standard SAL, Skype for Business Server 2019 Standard and Enterprise SAL, and SharePoint Server 2019 Standard SAL. See Product Entries for these products.

2. SALs for SA qualifying CALs

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

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System Center

System Center 2016 Standard (Core License)
System Center 2016 Datacenter (Core License)
System Center Configuration Manager 1606 (SAL)
System Center Endpoint Protection 1606 (SAL)

System Center 2016 Data Protection Manager (SAL)
System Center 2016 Operations Manager (SAL)
System Center 2016 Orchestrator (SAL)
System Center 2016 Service Manager (SAL)

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

1. No Copying or Distributing Data Sets – All Editions

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

2. License Waivers – All editions

Customer does not need core [Licenses](#) or [SALs](#) for:

- any [OSEs](#) in which there are no [Running Instances](#) of software,

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

3. Additional Terms for System Center Datacenter and Standard

Customer may [Manage Licensed Servers](#) using System Center Endpoint Protection, subject to the License Model terms.

4. Windows Server Containers without Hyper-V Isolation

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

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

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

6. Server Software Access -- System Center Configuration Manager

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

7. Server Software Access -- System Center Data Protection Manager

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

8. Server Software Access -- System Center Endpoint Protection

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

9. Server Software Access -- System Center Operations Manager

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

10. Server Software Access -- System Center Orchestrator

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

11. Server Software Access -- System Center Service Manager

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

12. SQL Server Technology

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

13. Substitution of Scan Engines -- System Center Endpoint Protection

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

14. Client Software

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

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

Configuration Manager Client	Device Management Point	Custom Updates Publishing Tool
Distribution Point	Fallback Status Point	Inventory Tool for Microsoft Updates
PXE Service Point	Audit Collection Services software	Power Shell

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

14.2 Client Software –System Center 2016 Datacenter and Standard

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

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

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Virtualization Hosting

• Microsoft Application Virtualization Hosting for Desktops

Microsoft Application Virtualization Hosting for Desktops (SAL)

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

1. Server Software Access

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

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

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

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• Microsoft User Experience Virtualization Hosting for Desktops

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

Date Available: March 2015	License Terms: Universal ; SALs for Server Software	Product-Specific License Terms: Yes
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: Yes
Additional Software: N/A	Client Software: N/A	DCP Eligible: Yes

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Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Server Software Access

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

2. Additional Terms

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

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Visual Studio

• Visual Studio

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

Visual Studio Test Professional 2017 (SAL)

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

1. Desktop Application Access

1.1 Visual Studio Enterprise 2017

Subscriber Access License	Visual Studio Enterprise 2017 SAL (user)

1.2 Visual Studio Professional 2017

Subscriber Access License	Visual Studio Professional 2017 SAL (user)

1.3 Visual Studio Test Professional 2017

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

2. BUILDSEVER.TXT File

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

3. Utilities

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

4. Third Party Licensing Terms for Open Source Components

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Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software.

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• Visual Studio Team Foundation Server with SQL Server Technology

Visual Studio Team Foundation Server 2018 (SAL)

Visual Studio Team Foundation Server 2018 Basic (SAL)

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

1. Server Software Access

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

1.1 Additional Functionality

Test Management

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

1.2 Additional Functionality

Package Management

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

2. SAL Waiver

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

3. Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software.

4. SQL Server Technology

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

5. Release Management

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

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

6. Additional Software

Visual Studio Team Foundation Build Services		

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Windows Server

Windows Server 2019 Essentials (Processor License)

Windows Server 2019 Standard (Core License)

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Windows Server 2019 Datacenter (Core License)
Windows Server 2019 Remote Desktop Services (SAL)

Windows Server 2019 Active Directory Rights Management (SAL)
Microsoft Identity Manager 2016 (SAL)

Date Available: October 2018	License Terms: Universal ; Per Core (OS) – All editions (except Essentials), Per Processor - Essentials , SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: Windows Server 2016	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: All editions	Client Software: N/A	DCP Eligible: SALs only
Disaster Recovery: All editions	Down Editions: Datacenter to Standard or Essentials; Standard to Essentials	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features, H.264/MPEG-4 AVC and/or VC-1, Malware protection

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

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

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

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

3. Additional Terms for Windows Server Essentials

3.1 Running Instances

Customer may use one [Running Instance](#) of the software in one [OSE](#), unless the [Running Instance](#) used in the [Physical OSE](#) is used only to host and manage [Virtual OSEs](#), in which case Customer may use one [Running Instance](#) in the [Physical OSE](#) and one [Running Instance](#) in a [Virtual OSE](#). Customer must run the server software within a domain where the [Licensed Server’s](#) Active Directory is configured as (i) the domain controller (a single [Server](#) which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationships with any other domains.

3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that [Server](#). Customer may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

3.3 Windows Server Essentials Connector

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

4. Windows Server Containers without Hyper-V isolation with Windows Server 2019 Standard and Datacenter

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

5. Server Software Access – Windows Server Datacenter and Standard

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

5.1 Windows Server Remote Desktop Functionality

Subscriber Access License	Windows Server 2019 Remote Desktop Services SAL ¹ (user)

¹Also required for use of Windows Server to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology).

5.2 Windows Server Active Directory Rights Management Functionality

Subscriber Access License	Windows Server 2019 Active Directory Rights Management SAL (user)

5.3 Microsoft Application Virtualization for Remote Desktop Services Functionality

Subscriber Access License	Windows Server 2019 Remote Desktop Services SAL (user)

5.4 Microsoft Identity Manager Functionality

Subscriber Access License	Microsoft Identity Manager 2016 SAL ¹ (user)

¹A [SAL](#) is also required for any person for whom the software issues or manages identity information.

5.5 Synchronization Service Usage Only – Microsoft Identity Manager

If using only the synchronization services of Microsoft Identity Manager, [SALs](#) are not required.

6. Additional Software

AD Migration Tool	GBUNIECN.EXE Utility	

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Attributes

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

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

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

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

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

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

Disaster Recovery: Rights available to Customer to use software for conditional disaster recovery purposes; refer to [Universal License Terms, Disaster Recovery](#), for details.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the [Universal License Terms](#).

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

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of [Universal License Terms](#) for details.

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

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

Prerequisite: Indicates that certain additional conditions must be met in order to purchase [Licenses](#) for the Product.

Prior Version: Earlier versions of Product.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the [Universal License Terms](#) for details.

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

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Definitions

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

Client OSE means an [OSE](#) running a client operating system.

Core Factor means a numerical value associated with a specific [Physical Processor](#) for purposes of determining the number of [Licenses](#) required to license all of the [Physical Cores](#) on a [Server](#).

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

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

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

Hardware Thread means either a [Physical Cores](#) or a hyper-thread in a [Physical Processor](#).

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

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

License means the right to download, install, access and use a Product.

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

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

Licensed User means the single person to whom a [License](#) is assigned.

Manage OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the [OSE](#). It does not include discovering the presence of a device or [OSE](#).

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

Physical Core means a core in a [Physical Processor](#).

Physical OSE means an [OSE](#) that is configured to run directly on a physical hardware system. The operating system [Instance](#) used to run hardware virtualization software or to provide hardware virtualization services is considered part of the [Physical OSE](#).

Physical Processor means a processor in a physical hardware system.

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

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

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

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

Server Farm means a single data center or two data centers each physically located either in time zones not more than four hours apart, and/or within the European Union (EU) and/or European Free Trade Association (EFTA). A data center can be moved from one [Server Farm](#) to another, but not on a short-term basis.

Suite means a Product that is comprised of components that are also licensed separately. A [Suite](#) is licensed under a single [License](#) that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the [Suite](#) may not be separated and used on separate devices or by separate users.

Virtual Core means the unit of processing power in a virtual hardware system. A [Virtual Core](#) is the virtual representation of one or more [Hardware Threads](#).

Virtual OSE means an [OSE](#) that is configured to run on a virtual hardware system.

Windows Server Container with Hyper-V isolation (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one virtual operating system environment.

Windows Server Container without Hyper-V isolation (formerly known as Windows Server Container) is a feature of Windows Server software.

Windows Software Components means components of Windows software, including Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies.

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Introduction

About this Document

This Service Level Agreement for Microsoft Online Services (this “SLA”) is a part of your Microsoft volume licensing agreement (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Microsoft Online Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days’ notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <http://www.microsoftvolumelicensing.com/SLA>.

Prior Versions of this Document

This SLA provides information on Services currently available. Earlier versions of this document are available at <http://www.microsoftvolumelicensing.com>. To find the needed version, a customer may contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes to this Document

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

3. Additions	4. Deletions
5.	6.

Office 365 Services
[Microsoft Stream](#): The Microsoft Stream SLA entry has been moved from the Other Online Services section to the Office 365 Services section.

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General Terms

Definitions

“Applicable Monthly Period” means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

“Applicable Monthly Service Fees” means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

“Downtime” is defined for each Service in the Services Specific Terms below. Except for Microsoft Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

“Error Code” means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

“External Connectivity” is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

“Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.

“Management Portal” means the web interface, provided by Microsoft, through which customers may manage the Service.

“Scheduled Downtime” means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“Service Credit” is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft’s claim approval.

“Service Level” means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

“Service Resource” means an individual resource available for use within a Service.

“Success Code” means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

“Support Window” refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

“User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for Microsoft to consider a claim, you must submit the claim to customer support at Microsoft Corporation including all information necessary for Microsoft to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Monthly Period.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected

Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month. If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That results from failures in a single Microsoft Datacenter location, when your network connectivity is explicitly dependent on that location in a non-geo-resilient manner;
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
8. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
10. Due to your use of Service features that are outside of associated Support Windows; or
11. For licenses reserved, but not paid for, at the time of the Incident.

Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, and Services in an Office 365 Small Business Premium suite purchased in the form of a product key are not eligible for Service Credits based on service fees. For these Services, any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees, and any references to “Applicable Monthly Service Fees” is deleted and replaced by “Applicable Monthly Period.”

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Service Specific Terms

Microsoft Dynamics 365

Dynamics 365 for Customer Service Enterprise; Dynamics 365 for Customer Service Professional

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Business Central

Downtime: Any period of time when end users are unable to login to their instance.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Finance and Operations (Enterprise edition)

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

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“Scale Unit” means the increments by which compute and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to login to their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Retail

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

“Scale Unit” means the increments by which compute and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to access their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%

Monthly Uptime Percentage	Service Credit
< 95%	100%

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Dynamics 365 for Sales Enterprise; Dynamics 365 for Sales Professional

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Talent; Dynamics 365 for Talent: Attract; Dynamics 365 for Talent: Onboard

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that has an active database that users can log into.

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission. Downtime does not include Scheduled Downtime.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.5%	25%
< 99%	50%
< 95%	100%

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Office 365 Services

Duet Enterprise Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply when the inability to read or write any portion of a SharePoint Online site is caused by any failure of third party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

Additional Terms: You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs.

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Exchange Online

Downtime: Any period of time when users are unable to send or receive email with Outlook Web Access. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Additional Terms: See Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive.

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Exchange Online Archiving

Downtime: Any period of time when users are unable to access the email messages stored in their archive. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

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Exchange Online Protection

Downtime: Any period of time when the network is not able to receive and process email messages. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

Additional Terms: See (i) Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive and (ii) Appendix 2 – Service Level Commitment for Uptime and Email Delivery.

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Microsoft MyAnalytics

Downtime: Any period of time when users are unable to access the MyAnalytics dashboard.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Stream

Downtime: Any period of time when users are unable to upload, playback, delete video or edit video metadata when they have appropriate permissions and content is valid excluding unsupported scenarios¹.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Stream.

¹Unsupported Scenarios could include playback on unsupported devices / OS, client side network issues, and user errors.

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Microsoft Teams

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.¹

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.

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Office 365 Business

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Advanced Compliance

Downtime: Any period of time when Customer Lockbox component of Office 365 Advanced Compliance is put into reduced functionality mode due to an issue with Office 365.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 ProPlus

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office Online

Downtime: Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Video

Downtime: Any period of time when users are unable to upload, view or edit videos in the video portal when they have appropriate permissions and valid content.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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OneDrive for Business

Downtime: Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Project Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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SharePoint Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Skype for Business Online

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.¹

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

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Skype for Business Online –Calling Plans and Audio Conferencing

Downtime: Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

Where Downtime is measured in user-minutes; that is, for each month Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Skype for Business Online – Voice Quality

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

Additional Definitions:

“Eligible Call” is a Skype for Business placed call (within a subscription) that meets both conditions below:

- The call was placed from a Skype for Business Certified IP Desk phones on wired Ethernet
- Packet Loss, Jitter and Latency issues on the call were due to networks managed by Microsoft.

“Total Calls” is the total number of Eligible Calls

“Poor Quality Calls” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), Packet Loss Rate, Jitter and Packet Loss-Delay Concealment Factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype and Skype for Business calls and evolution of Devices, Algorithms and end user ratings.

Monthly Good Call Rate: The Monthly Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

Service Credit:

Monthly Good Call Rate	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Workplace Analytics

Downtime: Any period of time when users are unable to access the Workplace Analytics website.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Yammer Enterprise

Downtime: Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Azure Services

AD Domain Services

Additional Definitions:

"Managed Domain" refers to an Active Directory domain that is provisioned and managed by Azure Active Directory Domain Services.

"Maximum Available Minutes" is the total number of minutes that a given Managed Domain has been deployed by Customer in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Downtime" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Active Directory Domain Services:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Analysis Services

Additional Definitions:

"Server" means any Azure Analysis Services server.

“Maximum Available Minutes” is the total number of minutes that a given Server has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

“Client Operations” is the set of all documented operations supported by Azure Analysis Services.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Server is unavailable. A minute is considered unavailable for a given Server if more than 1% of all Client Operations completed during the minute return an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Server is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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API Management Services

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during a billing month.

“Proxy” is the component of the API Management Service responsible for receiving API requests and forwarding them to the configured dependent API.

Downtime: The total accumulated Deployment Minutes, across all API Management instances deployed by you in a given Microsoft Azure subscription, during which the API Management Service is unavailable. A minute is considered unavailable for a given API Management instance if all continuous attempts to perform operations through the Proxy throughout the minute result in either an Error Code or do not return a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for Basic Tier, Standard Tier and Premium Tier deployments scaled within a single region:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit for Premium Tier deployments scaled across two or more regions:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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App Service

Additional Definitions:

“App” is an API App, Logic App, Web App or Mobile App deployed by Customer within the App Service, excluding web apps in the Free and Shared tiers.

“Deployment Minutes” is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or the Customer initiated an action that would result in running the App to the time the Customer initiated an action that would result in stopping or deleting the App.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month

Downtime: is the total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Additional Terms: Service Credits are applicable only to fees attributable to your use of Web Apps or Mobile Apps and not to fees attributable to other types of apps available through the App Service, which are not covered by this SLA.

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Application Gateway

Additional Definitions:

“Application Gateway Cloud Service” refers to a collection of one or more Application Gateway instances configured to perform HTTP load balancing services.

“Maximum Available Minutes” is the total accumulated minutes during a billing month during which an Application Gateway Cloud Service comprising two or more medium or larger Application Gateway instances has been deployed in a Microsoft Azure subscription.

Downtime: is the total accumulated Maximum Available Minutes during a billing month for a given Application Gateway Cloud Service during which the Application Gateway Cloud Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Application Gateway Cloud Service throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Application Insights (Query Availability SLA)

Additional Definitions:

“Application Insights Resource” is the container in Application Insights that collects, processes and stores the data for a single instrumentation key.

“Maximum Available Minutes” is the total number of minutes that a given Application Insights Resource has been deployed by Customer within a Microsoft Azure subscription during a billing month.

“Monthly Query Availability Percentage” for a given Application Insights Resource is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

“Downtime” is the total number of minutes within Maximum Available Minutes that data within an Application Insights Resource are unavailable. A minute is considered unavailable for a given Application Insights Resource during which no HTTP operations resulted in a Success Code.

Monthly Query Availability Percentage: The Monthly Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Automation Service – Desired State Configuration (DSC)

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Automation account has been deployed in Microsoft Azure during a billing month.

“DSC Agent Service” is the component of the Automation Service responsible for receiving and responding to pull, registration, and reporting requests from DSC nodes.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Automation accounts deployed in a given Microsoft Azure subscription during a billing month

Downtime: The total accumulated Deployment Minutes, across all Automation accounts deployed in a given Microsoft Azure subscription, during which the DSC Agent Service is unavailable. A minute is considered unavailable for a given Automation account if all continuous pull, registration, and reporting requests from DSC nodes associated with the Automation account to the DSC Agent Service throughout the minute either result in an Error Code or do not return a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Automation Service – Process Automation

Additional Definitions:

“Delayed Jobs” is the total number of Jobs, for a given Microsoft Azure subscription, that fail to start within thirty (30) minutes of their Planned Start Times.

“Job” means the execution of a Runbook.

“Planned Start Time” is a time at which a Job is scheduled to begin executing.

“Runbook” means a set of actions specified by you to execute within Microsoft Azure.

“Total Jobs” is the total number of Jobs scheduled for execution during a given billing month, for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Jobs} - \text{Delayed Jobs}}{\text{Total Jobs}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Advanced Threat Protection

Additional Definitions:

"Downtime" is Any period of time when the admin is unable to access the Azure ATP portal.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Bot Service

Additional Definitions:

"Azure Bot Service Premium Channel" is a Bot Framework channel in the premium category.

"Bot" is the developer's Internet facing conversational application which is registered with and is configured to send and receive messages from the Azure Bot Service.

"Bot Framework" is a platform for building, connecting, testing, and deploying powerful and intelligent bots.

"Client" is the end user facing portion of a Bot.

"Premium Channels API Endpoint" is a Bot Framework REST API endpoint for Azure Bot Service Premium Channels

"Total API Requests" is the total number of requests made by the Bot or the Client to the Premium Channel's API Endpoint in a Microsoft Azure subscription during a billing month.

"Failed API Requests" are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.

"Monthly Uptime Percentage" is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total API Requests} - \text{Failed API Requests}}{\text{Total API Requests}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Bot Service Premium Channels.

Service Levels and Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Container Instances

Additional Definitions:

"Connectivity" is bi-directional network traffic between the Container Group and other IP addresses using TCP or UDP network protocols in which the Container Group is configured for allowed traffic.

"Container Group" is a collection of co-located containers that shares the same lifecycle and networking resources.

"Maximum Available Minutes" is the total number of minutes that a given Container Group has been deployed by Customer in a Microsoft Azure subscription during a billing month. Maximum Available Minutes is measured from Customer action that results in starting a given Container Group to the time Customer action that results in stopping or deleting a given Container Group.

"Downtime" is the total number of minutes within Maximum Available Minutes that have no Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Container Instances:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Cosmos DB

Additional Definitions:

"Collection" is a container of JSON documents, and a unit of scale for transactions and queries.

"Consumed RUs" is the sum of the Request Units consumed by all the requests which are processed by the Azure Cosmos DB Collection in a given second.

"Database Account" is the top-level resource of the Azure Cosmos DB resource model. A Azure Cosmos DB Database Account contains one or more databases.

"Failed Requests" are requests within Total Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

"Failed Read Requests" are requests within Total Read Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

Operation	Maximum Upper Bound on Processing Latency
All Database Account configuration operations	2 Minutes
Add a new Region	60 Minutes
Manual Failover	5 Minutes
Resource Operations	5 Seconds
Media Operations	60 Seconds

"Provisioned RUs" is the total provisioned Request Units for a given Azure Cosmos DB Collection for a given second.

"Rate Limited Requests" are requests that return a 429 status code from the Azure Cosmos DB Collection, indicating that Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection for a given second.

"Request Unit (RU)" is a measure of throughput in Azure Cosmos DB.

"Resource" is a set of URI addressable entities associated with a Database Account.

"Successful Requests" are Total Requests minus Failed Requests.

"Total Read Requests" is the set of all the read requests, including Rate Limited Requests and all the Failed Read Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

"Total Requests" is the set of all requests, including Rate Limited Requests and all Failed Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

Availability SLA

"Read Error Rate" is the total number of Failed Read Requests divided by Total Read Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Read Requests in a given one-hour interval is zero, the Read Error Rate for that interval is 0%.

"Error Rate" is the total number of Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"Average Error Rate" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"Average Read Error Rate" for a billing month is the sum of Read Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

Monthly Availability Percentage: For the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed

Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The Monthly Availability Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Monthly Read Availability Percentage: For the Azure Cosmos DB Service deployed via Database Account configured to span two or more multiple regions is calculated by subtracting from 100% the Average Read Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Read Availability Percentage is represented by the following formula:

$$100\% - \text{Average Read Error Rate}$$

Service Credit:

Monthly Read Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Monthly Multiple Write Locations Availability Percentage: For the Azure Cosmos DB Service deployed via Database Accounts configured to span multiple Azure regions with multiple writable locations, is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Availability Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = 100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Multiple Write Locations Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Throughput SLA

“Throughput Failed Requests” are Rate-Limited Requests resulting in an Error Code, before Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection for a given second.

“Error Rate” is the total number of Throughput Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Monthly Throughput Percentage” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Throughput Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Consistency SLA

“K” is the number of versions of a given document for which the reads lag behind the writes.

“T” is a given time interval.

“Consistency Level” is the setting for a particular read request that supports consistency guarantees. The following table captures the guarantees associated with the Consistency Levels. Note that Session, Bounded Staleness, Consistent Prefix and Eventual Consistency Levels are all referred to as “relaxed”.

Consistency Level	Consistency Guarantees
Strong	Linearizability
Sessions	Read Your Own Write (within write region) Monotonic Read Consistent Prefix

Consistency Level	Consistency Guarantees
Bounded Staleness	Read Your Own Write (within write region) Monotonic Read (within a region) Consistent Prefix Staleness Bound < K,T
Consistent Prefix	Consistent Prefix
Eventual	Eventual

“**Consistency Violation Rate**” is Successful Requests that could not be delivered when performing the consistency guarantees specified for the chosen Consistency Level divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Consistency Violation Rate for that interval is 0%.

“**Average Consistency Violation Rate**” for a billing month is the sum of Consistency Violation Rates for each hour in the billing month divided by the total number of hours in the billing month.

“**Monthly Consistency Attainment Percentage**” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month.

Monthly Consistency Percentage: For the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month. The Monthly Consistency Percentage is represented by the following formula:

$$100\% - \text{Average Consistency Violation Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Latency SLA

“**Application**” is a Azure Cosmos DB application deployed within a local Azure region using the Azure Cosmos DB client SDK configured with TCP direct connectivity for a given Microsoft Azure subscription in a billing month.

“**N**” is the number of Successful Requests for a given Application performing either document read or document write operations with a payload size less than or equal to 1 KB in a given hour.

“**Network Optimized Application**” is an Azure Cosmos DB application deployed within a local Azure region with accelerated networking enabled and using the Azure Cosmos DB client SDK configured with TCP direct connectivity against a newly created Database Account for a given Microsoft Azure subscription in a billing month.

“**S**” is the latency-sorted set of Successful Request response times in ascending order for a given Application performing document read or document write operations with a payload size less than or equal to 1 KB in a given hour.

“**Ordinal Rank**” is the 99th percentile using the nearest rank method represented by the following formula:

$$\text{Ordinal Rank} = \frac{99}{100} \times N$$

“**P99 Latency**” is the value at the Ordinal Rank of S.

“**Excessive Latency Hours**” is the total number of one-hour intervals during which Successful Requests submitted by an Application resulted in a P99 Latency greater than or equal to 10ms for document read or 15ms for document write operations (10ms for document write operations for Network Optimized Applications). If the number of Successful Requests in a given one-hour interval is zero, the Excessive Latency Hours for that interval is 0.

“**Average Excessive Latency Rate**” for a billing month is the sum of Excessive Latency Hours divided by the total number of hours in the billing month.

“**Monthly P99 Latency Attainment Percentage**” for a given Azure Cosmos DB Application deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed Consistency Levels is calculated by subtracting from 100% the Average Excessive Latency Rate for a given Microsoft Azure subscription in a billing month. Monthly P99 Latency Attainment Percentage is represented by the following formula:

$$100\% - \text{Average Excessive Latency Rate}$$

Service Credit:

Monthly P99 Latency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Database for MySQL

Additional Definitions:

"Server" is any given Azure Database for MySQL server.

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Database for PostgreSQL

Additional Definitions:

"Server" is any given Azure Database for PostgreSQL server.

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure DDoS Protection

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes DDoS Protection Service is enabled for a given Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes where protected Azure resources were not available. A minute is considered unavailable when DDoS Protection did not mitigate an attack which directly resulted in underlying Azure resources not meeting respective SLA.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure DDoS Protection:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.95%	25%

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Azure DNS

Additional Definitions:

"DNS Zone" refers to a deployment of the Azure DNS Service containing a DNS zone and record sets.

"Deployment Minutes" is the total number of minutes that a given DNS Zone has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all DNS Zones deployed in a given Microsoft Azure subscription during a billing month.

"Valid DNS Request" means a DNS request to an Azure DNS Service name server associated with a DNS Zone for a matching record set within the DNS Zone.

"Downtime" is the total accumulated Maximum Available Minutes during which the DNS Zone is unavailable. A minute is considered unavailable for a given DNS Zone if a DNS response is not received within two seconds to a valid DNS Request, provided that the valid DNS Request is made to all name servers associated with the DNS Zone and retries are continually attempted for at least 60 consecutive seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
<100	10%
< 99.99%	25%
< 99.5%	100%

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Azure Firewall

Additional Definitions:

"Azure Firewall Service" refers to a logical firewall instance deployed in a customer Virtual Network.

"Maximum Available Minutes" is the total accumulated minutes in a billing month during which the Azure Firewall Service has been deployed in a Microsoft Azure subscription.

"Downtime" is the total accumulated Maximum Available Minutes in a billing month for a given Azure Firewall Service during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure Functions

For Function Apps running on App Service Plans we guarantee that the associated Functions compute will be available 99.95% of the time. No SLA is provided for Functions Apps running under Consumption Plans.

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Function App is available to be triggered during a billing month. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of Function executions that might be triggered during a given month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Function Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Function App” is an individual Function deployed on an App Service Plan with an associated trigger.

“Downtime” The total accumulated Deployment Minutes, across the Function App deployed by a customer in a given Microsoft Azure subscription, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between the App Service Plan on which the Function App is hosted and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure Load Balancer

Additional Definitions:

“Load Balanced Endpoint” is an IP address and associated IP transport port definition.

“Healthy Virtual Machine” is a Virtual Machine which returns a Success Code for the health probe sent by the Azure Standard Load Balancer. The Virtual Machine must have Network Security Group rules permitting communication with the load balanced port.

“Connectivity” is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.

“Maximum Available Minutes” is the total number of minutes that a given Azure Standard Load Balancer (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the given Azure Standard Load Balancer is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the Load Balanced Endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Load Balancer:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Service Level Exceptions: The Basic Load Balancer is not covered by this SLA.

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Azure Maps API

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated API requests made by Customer for a given Azure Map API during a billing month in a given Microsoft Azure subscription. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 60 seconds after receipt by the Service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Maps API:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

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Azure Monitor

Additional Definitions:

“Action Group” is a collection of actions deployed by Customer in a given Microsoft Azure subscription which defines preferred notification delivery methods.

“Deployment Minutes” is the total number of minutes that a given Action Group has been deployed by Customer in Microsoft Azure subscription during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Action Groups deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all Action Groups, during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Also refer to Log Analytics and Application Insights.

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Azure Monitor Alerts

Additional Definitions:

“Alert Rule” is a collection of signal criteria used to generate alerts using monitoring event data already available to Alert Service for analysis.

“Maximum Available Minutes” is the total number of minutes which Alert Rule(s) are deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Alert Rule is unavailable. A minute is considered unavailable for a given Alert Rule if all continuous attempts to analyze telemetry signals for resources defined within the Alert Rule throughout the minute either return an Error Code or do not result in a Success Code within five minutes from scheduled Alert Rule start time.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Monitor Alerts:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Monitor Notification Delivery

Additional Definitions:

“Action Group” is a collection of actions that defines preferred notification delivery methods.

“Maximum Available Minutes” is the total number of minutes which Action Group(s) are deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Monitor Notification Delivery:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Security Center

Additional Definitions:

“Protected Node” is a Microsoft Azure resource, counted as a node for billing purposes that is configured for the Azure Security Center Standard Tier

“Security Monitoring” is the assessment of a Protected Node resulting in potential findings such as security health status, recommendations, and security alerts, exposed in Azure Security Center.

“Maximum Available Minutes” is the total number of minutes during a billing month that a given Protected Node has been deployed and configured for Security Monitoring.

“Downtime” is the total accumulated minutes during a billing month for which Security Monitoring information of a given Protected Node is unavailable. A minute is considered unavailable for a given Protected Node if all continuous attempts to retrieve Security Monitoring information throughout the minute result in either an Error Code or do not return a Success Code within two minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Virtual WAN

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes in a billing month during which a given Azure Virtual WAN has been deployed in a Microsoft Azure subscription.

“Downtime” is the total accumulated Maximum Available Minutes during which an Azure Virtual WAN is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Virtual WAN throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Batch Service

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” are requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

“Total Requests” is the total number of authenticated REST API requests, other than Excluded Requests, to perform operations against Batch accounts attempted within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: for the Batch Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The “Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = 100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Backup Service

Additional Definitions:

“Backup” or **“Back Up”** is the process of copying computer data from a registered server to a Backup Vault.

“Backup Agent” refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

“Backup Vault” refers to a container in which you may register one or more Protected Items for Backup.

“Deployment Minutes” is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

“Failure” means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during a billing month.

“Protected Item” refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery” or **“Restore”** is the process of restoring computer data from a Backup Vault to a registered server.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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BizTalk Services

Additional Definitions:

"BizTalk Service Environment" refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

"Deployment Minutes" is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription during a billing month.

"Monitoring Storage Account" refers to the Azure Storage account used by the BizTalk Services to store monitoring information related to the execution of the BizTalk Services.

Downtime: The total accumulated Deployment Minutes, across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription, during which the BizTalk Service Environment is unavailable. A minute is considered unavailable for a given BizTalk Service Environment when there is no connectivity between your BizTalk Service Environment and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic, Standard, and Premium tiers of the BizTalk Services. The Developer tier of the Microsoft Azure BizTalk Services is not covered by this SLA.

Additional Terms: When submitting a claim, you must ensure that complete monitoring data is maintained within the Monitoring Storage Account and is made available to Microsoft.

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Cache Services

Additional Definitions:

"Cache" refers to a deployment of the Cache Service created by you, such that its Cache Endpoints are enumerated in the Cache tab in the Management Portal.

"Cache Endpoints" refers to endpoints through which a Cache may be accessed.

"Deployment Minutes" is the total number of minutes that a given Cache has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Caches deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Caches deployed by you in a given Microsoft Azure subscription, during which the Cache is unavailable. A minute is considered unavailable for a given Cache when there is no connectivity throughout the minute between one or more Cache Endpoints associated with the Cache and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Cache Service, which includes the Azure Managed Cache Service or the Standard tier of the Azure Redis Cache Service. The Basic tier of the Azure Redis Cache Service is not covered by this SLA.

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CDN Service

Downtime: To assess Downtime, Microsoft will review data from any commercially reasonable independent measurement system used by you.

You must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:

1. A test file will be placed on your origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. The test file will meet the following criteria:
 - i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
 - ii. The test object will be a file at least 50KB in size and no larger than 1MB.
 - iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

Monthly Uptime Percentage: The percentage of HTTP transactions in which the CDN responds to client requests and delivers the requested content without error. Monthly Uptime Percentage of the CDN Service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	25%

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Cloud Services

Additional Definitions:

"Cloud Services" refers to a set of compute resources utilized for Web and Worker Roles.

"Role Instance Connectivity" is bi-directional network traffic between the role instance and other IP addresses using TCP or UDP network protocols in which the role instance is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the virtual machine, IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.

"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Available Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.

"Tenant" represents one or more roles each consisting of one or more role instances that are deployed in a single package.

"Update Domain" refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.

"Web Role" is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.

"Worker Role" is a Cloud Services component run in the Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Role Instance Connectivity.

Monthly Uptime Percentage: Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Container Registry

Additional Definitions:

“Managed Registry” is any instance of Basic, Standard or Premium Container Registry.

“Registry Endpoint” is the host name from which a given Managed Registry is accessed by clients to perform Container Registry related operations.

“Registry Transactions” is the set of transaction requests sent from the client to the Registry Endpoint.

“Maximum Available Minutes” is the total number of minutes that a given Managed Container Registry has been deployed by Customer in a Microsoft subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which Managed Registry is unavailable. A minute is considered unavailable if all continuous attempts to send Registry Transactions receive an Error Code or do not respond within the Maximum Processing Time outlined in the table below.

Transaction Types	Maximum Processing Time
List (Repository, Manifests, Tags)	8 Minutes
Others	1 Minute

“Monthly Uptime Percentage” for Managed Container Registry is calculated using the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Catalog

Additional Definitions:

“Deployment Minutes” is the total number of minutes for which a Data Catalog has been purchased during a billing month.

“Entries” means any catalog object registration in the Data Catalog (such as a table, view, measure, cluster or report).

“Maximum Available Minutes” is the sum of all Deployment Minutes for the Data Catalog associated with a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment minutes, during which the Data Catalog is unavailable. A minute is considered unavailable for a given Data Catalog if all attempts by administrators to add or remove users to the Data Catalog or all attempts by users to execute API calls to the Data Catalog for registering, searching, or deleting Entries either result in an Error Code or do not return a response within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

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Data Factory – Activity Runs

Additional Definitions:

“**Activity Run**” means the execution or attempted execution of an activity

“**Delayed Activity Runs**” is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.

“**Total Activity Runs**” is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Factory – API Calls

Additional Definitions:

“**Excluded Requests**” is the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“**Failed Requests**” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

“**Resources**” means integration runtimes (including Azure, SSIS and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within a Data Factory.

“**Total Requests**” is the set of all requests, other than Excluded Requests, to perform operations against Resources during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: of the API calls made to the Data Factory Services is calculated as Total Requests less Failed Requests divided by Total Requests in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Total Requests} - \text{Failed Requests})}{\text{Total Requests}}$$

Service Credit:

The following Service Credits are applicable to Customer’s use of API calls within the Data Factory Service

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Lake Analytics

Additional Definitions:

“**Total Operations**” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Analytics accounts in a given Azure subscription during a billing month.

“**Failed Operations**” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion and 25 seconds for all other operations with an additional 2 seconds per MB for operations with payload.

“Error Rate” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Lake Store

Additional Definitions:

“Total Operations” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Store accounts in a given Azure subscription during a billing month.

“Failed Operations” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion, 2 seconds per file for operations on multiple files, 2 seconds per MB for data transfer operations, and 2 seconds for all other operations.

“Error Rate” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Event Grid

Additional Definitions:

“Maximum Available Minutes” is the total number of minutes that an Event Grid has been deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes across all Event Grids deployed by Customer in a given Microsoft Azure subscription during which Event Grid is unavailable. A minute is considered unavailable for a given Event Grid if all requests to publish a message either return an Error Code or do not result in a Success Code within one minute.

“Monthly Uptime Percentage”: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
<99.99%	10%
<99%	25%

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ExpressRoute

Additional Definitions:

"Dedicated Circuit" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute connectivity provider, where such connectivity does not traverse the public Internet.

"Maximum Available Minutes" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Virtual Network" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"VPN Gateway" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

"Downtime" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.

"Monthly Uptime Percentage" is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit The following Service Levels and Service Credits are applicable to Customer's use of each Dedicated Circuit within the ExpressRoute Service.

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Function App on Consumption Plan

Additional Definitions:

"Function App" is a collection of one or more functions deployed with an associated trigger.

"Total Triggered Executions" is the total number of all Function App executions triggered by Customer in a given Microsoft Azure subscription during a billing month.

"Unavailable Executions" is the total number of executions within Total Triggered Executions which failed to run. An execution failed to run when the given Function App history log did not capture any output five (5) minutes after the trigger is successfully fired.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Triggered Executions} - \text{Unavailable Executions}}{\text{Total Triggered Executions}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Function App on Consumption Plan:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Function App on Service Plan

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Function App is available to be triggered during a billing month. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of function executions that might be triggered during a given month.

"Maximum Available Minutes" is the sum of all Deployment Minutes for a given Function App deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between the App Service Plan on which the Function App is hosted and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Function App on Service Plan:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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HDInsight

Additional Definitions:

"Cluster Internet Gateway" means a set of virtual machines within an HDInsight Cluster that proxy all connectivity requests to the Cluster.

"Deployment Minutes" is the total number of minutes that a given HDInsight Cluster has been deployed in Microsoft Azure.

"HDInsight Cluster" or **"Cluster"** means a collection of virtual machines running a single instance of the HDInsight Service.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Clusters deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes when the HDInsight Service is unavailable. A minute is considered unavailable for a given Cluster if all continual attempts within the minute to establish a connection to the Cluster Internet Gateway fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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HockeyApp

Additional Definitions:

"HockeyApp Dashboard" means the web interface provided to developers to view and manage applications using the HockeyApp Service.

"Maximum Available Minutes" is the total number of minutes in a billing month.

Downtime: is the total accumulated minutes in a billing month during which the HockeyApp Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the HockeyApp Dashboard or to the HockeyApp API throughout the minute either result in an Error Code or do not return a response within one minute. For purposes of the HockeyApp API, HTTP response codes 408, 429, 500, 503, and 511 are not considered Error Codes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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IoT Central

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given IoT Central application has been deployed in given Microsoft Azure Subscription during a billing month.

"Device Identity Operations" refers to create, read, update, and delete operations performed on the devices of an IoT Central application.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all IoT Central applications deployed in a given Microsoft Azure subscription during a billing month.

"Message" refers to any content sent by a deployed IoT Central application to a device registered to the IoT Central application or received by the IoT Central application from a registered device.

Downtime: The total accumulated Maximum Available Minutes during which IoT Central is unavailable. A minute is considered unavailable for a given IoT Central application if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT Central application throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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IoT hub

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given IoT hub has been deployed in Microsoft Azure during a billing month.

"Device Identity Operations" refers to create, read, update, and delete operations performed on the device identity registry of an IoT hub.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all IoT hubs deployed in a given Microsoft Azure subscription during a billing month.

"Message" refers to any content sent by a deployed IoT hub to a device registered to the IoT hub or received by the IoT hub from a registered device, using any protocol supported by the Service.

Downtime: The total accumulated Deployment Minutes, across all IoT hubs deployed in a given Microsoft Azure subscription, during which the IoT hub is unavailable. A minute is considered unavailable for a given IoT hub if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Key Vault

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.

"Excluded Transactions" are transactions for creating, updating, or deleting key vaults, keys, or secrets.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Log Analytics (Query Availability SLA)

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes that a given Log Analytics Workspace has been deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes that data in a Log Analytics Workspace are unavailable. A minute is considered unavailable for a given Log Analytics Workspace during which no HTTP operations resulted in a Success Code.

"Monthly Query Availability Percentage" for a given Log Analytics Workspace calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Monthly Query Availability Percentage: The Monthly Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Logic Apps

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Logic App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the Logic App was created or Customer initiated an action that would result in running the Logic App to the time Customer initiated an action that would result in stopping or deleting the Logic App.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Logic Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" The total accumulated Deployment Minutes, across all Logic Apps deployed by Customer in a given Microsoft Azure subscription, during which the Logic App is unavailable. A minute is considered unavailable for a given Logic App when there is no connectivity between the Logic App and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Machine Learning Studio – Batch Execution Service (BES) and Management APIs Service

Additional Definitions:

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code.

“Total Transaction Attempts” is the total number of authenticated REST BES and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Azure Machine Learning Studio BES and Management API Service. The Free Azure Machine Learning Studio tier is not covered by this SLA.

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Azure Machine Learning Studio – Request Response Service (RRS)

Additional Definitions:

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code.

“Total Transaction Attempts” is the total number of authenticated REST RRS and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Azure Machine Learning Studio RRS and Management API Service. The Free Azure Machine Learning Studio tier is not covered by this SLA.

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Media Services – Content Protection Service

Additional Definitions:

“Failed Transactions” are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.

“Total Transaction Attempts” are all Valid Key Requests made by you during a billing month for a given Azure subscription.

“Valid Key Requests” are all requests made to the Content Protection Service for existing content keys in a Customer's Media Service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Media Services – Encoding Service

Additional Definitions:

“Encoding” means the processing of media files per subscription as configured in the Media Services Tasks.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from Microsoft’s receipt of the request.

“Media Service” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“Media Services Task” means an individual operation of media processing work as configured by you. Media processing operations involve encoding and converting media files.

“Total Transaction Attempts” is the total number of authenticated REST API requests with respect to a Media Service made by you during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Media Services – Media Indexer Service

Additional Definitions:

“Failed Transactions” is the set of Indexer Tasks within Total Transaction Attempts that either, a) do not complete within a time period that is 3 times the duration of the input file, or b) do not start processing within 5 minutes of the time that a Media Reserved Unit becomes available for use by the Indexer Task.

“Indexer Task” means a Media Services Task that is configured to extract the speech content from an MP3 input file with a minimum five-minute duration.

“Media Reserved Unit” means reserved units purchased by the customer in an Azure Media Services account.

“Total Transaction Attempts” is the total number of Indexer Tasks attempted to be executed using an available Media Reserved Unit by Customer during a billing month for a subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

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Media Services – Live Channels

Additional Definitions:

“**Channel**” means an end point within a Media Service that is configured to receive media data.

“**Deployment Minutes**” is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during a billing month.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

Downtime: The total accumulated Deployment Minutes when the Live Channels Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Media Services – Streaming Service

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during a billing month.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“**Media Service Request**” means a request issued to your Media Service.

“**Streaming Unit**” means a unit of reserved egress capacity purchased by you for a Media Service.

“**Valid Media Services Requests**” are all qualifying Media Service Requests for existing media content in a customer’s Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid Media Services Requests do not include Media Service Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Downtime: The total accumulated Deployment Minutes when the Streaming Service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid Media Service Requests made to the Streaming Unit throughout the minute result in an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Media Services – Video Indexer Service

Additional Definitions:

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code, or do not send a response within 360 seconds from the completion of client sending the request.

“Total Transaction Attempts” is the total number of authenticated Video Indexer API requests made by Customer during a billing month for a subscription. Total Transaction Attempts do not include Video Indexer API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received, or Upload POST requests that send the file as byte array content.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Cognitive Services

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated API requests by Customer during a billing month for a given Cognitive Service API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Failed Transactions” is the set of all requests to the Cognitive Service API within Total Transaction Attempts that return an Error Code. Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Monthly Uptime Percentage” for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given API subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Total Transaction Attempts - Failed Transactions) / Total Transaction Attempts * 100

$$\text{Monthly Uptime \%} = \frac{(\text{Total Transaction Attempts} - \text{Failed Transactions})}{\text{Total Transaction Attempts}} \times 100$$

Service Credit

The following Service Levels and Service Credits are applicable to Cognitive Services APIs:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: No SLA is provided to free tier or offerings in preview.

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Microsoft Genomics

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes for all Microsoft Genomics accounts created by Customer and active during a billing month for a given Microsoft Azure Subscription.

“Downtime” is the total number of minutes within Maximum Available Minutes during which Microsoft Genomics is unavailable. A minute is considered unavailable if all continuous attempts to send authenticated Genomics service REST API requests throughout the minute either return an Error Code or do not respond with an acknowledgement within the minute.

“Monthly Uptime Percentage” for Microsoft Genomics is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Mobile Engagement

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” is the set of REST API requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 30 seconds.

“Mobile Engagement Application” is an Azure Mobile Engagement service instance.

“Total Requests” is the total number of authenticated REST API requests, other than Excluded Requests, made to Mobile Engagement Applications within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

The Free Mobile Engagement tier is not covered by this SLA.

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Mobile Services

Additional Definitions:

“Failed Transactions” include any API calls included in Total Transaction Attempts that result in either an Error Code or do not return a Success Code.

“Total Transaction Attempts” are the total accumulated API calls made to the Azure Mobile Services during a billing month for a given Microsoft Azure subscription for which the Azure Mobile Services are running.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Standard and Premium Mobile Services tiers. The Free Mobile Services tier is not covered by this SLA.

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Network Watcher

Additional Definitions:

"Network Diagnostic Tools" is a collection of network diagnostic and topology tools.

"Maximum Diagnostic Checks" is the total number of diagnostic actions performed by the Network Diagnostic Tool as configured by Customer in a billing month for a given Microsoft Azure subscription.

"Failed Diagnostic Checks" is the total number of diagnostic actions within Maximum Diagnostic Checks that returns an Error Code or does not return a response within the Maximum Processing Time documented in the table below.

Diagnostic Tool	Maximum Processing Time
IPFlow Verify NextHop Packet Capture Security Group View Topology	2 minutes
VPN Troubleshoot	10 minutes

"Monthly Uptime Percentage" is calculated by using the following formula:

$$\frac{\text{Maximum Diagnostic Checks} - \text{Failed Diagnostic Checks}}{\text{Maximum Diagnostic Checks}} \times 100$$

Service Levels:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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RemoteApp

Additional Definitions:

"Application" means a software application that is configured for streaming to a device using the RemoteApp Service.

"Maximum Available Minutes" is the sum of all User Application Minutes across all Users granted access to one or more Applications in a given Azure subscription during a billing month.

"User" means a specific user account that is able to stream an Application using the RemoteApp Service, as enumerated in the Management Portal.

"User Application Minutes" is the total number of minutes in a billing month during which you have granted a User access to an Application.

Downtime: The total accumulated User Minutes during which the RemoteApp Service is unavailable. A minute is considered unavailable for a given User when the User is unable to establish connectivity to an Application.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the RemoteApp Service. The RemoteApp free trial is not covered by this SLA.

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SAP HANA on Azure

Additional Definitions:

“Announced Single Instance Maintenance” means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Single Instances. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“High Availability Pair” refers to two or more identical SAP HANA on Azure large instances deployed in the same region and configured by the customer for system replication at the application layer. Customer must declare the members of a High Availability Pair to Microsoft during the architecture design process.

“SAP HANA on Azure Connectivity” is bi-directional network traffic between the SAP HANA on Azure large instance and other IP addresses using TCP or UDP network protocols in which the instance is configured for allowed traffic. The IP addresses must be IP addresses on the Virtual Network of the associated Azure subscription.

“Single Instance” is defined as any single Microsoft SAP HANA on Azure Large Instance machine that is not deployed in an High Availability Pair.

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure High Availability Pair

“Maximum Available Minutes” is the total accumulated minutes during a billing month for all SAP HANA on Azure instances deployed in the same High Availability Pair. Maximum Available Minutes is measured from when two or more instances in the same High Availability Pair have both been started resultant from an action initiated by Customer to the time Customer has initiated an action that would result in stopping the instances.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure High Availability Pair is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for SAP HANA on Azure High Availability Pair:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure Single Instance

“Maximum Available Minutes” is the total accumulated minutes for all SAP HANA on Azure Single Instances deployed by Customer during a billing month for a given Microsoft Azure subscription.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity. Downtime excludes Announced Single Instance Maintenance.

Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure Single Instance is calculated using the following formula

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of SAP HANA on Azure Single Instances:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
<95%	100%

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Scheduler

Additional Definitions:

“Maximum Available Minutes” is the total number of minutes in a billing month.

“Planned Execution Time” is a time at which a Scheduled Job is scheduled to begin executing.

“Scheduled Job” means an action specified by you to execute within Microsoft Azure according to a specified schedule.

Downtime: The total accumulated minutes in a billing month during which one or more of your Scheduled Jobs is in a state of delayed execution. A given Scheduled Job is in a state of delayed execution if it has not begun executing after a Planned Execution Time, provided that such delayed execution time shall not be considered Downtime if the Scheduled Job begins executing within thirty (30) minutes after a Planned Execution Time.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Search

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests, across all Search Service Instances in a given Azure subscription, during a given one-hour interval. If the Total Requests in a one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” are all requests that are throttled due to exhaustion of resources allocated for a Search Service Instance, as indicated by an HTTP 503 status code and a response header indicating the request was throttled.

“Failed Requests” is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.

“Replica” is a copy of a search index within a Search Service Instance.

“Search Service Instance” is an Azure Search service instance containing one or more search indexes.

“Total Requests” is the set of (i) all requests to update a Search Service Instance having three or more Replicas, plus (ii) all requests to query a Search Service Instance having two or more Replicas, other than Excluded Requests, within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Free Search tier is not covered by this SLA.

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Service-Bus Service – Event Hubs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Event Hubs tiers. The Free Event Hubs tier is not covered by this SLA.

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Service-Bus Service – Notification Hubs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers. The Free Notification Hubs tier is not covered by this SLA.

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Service-Bus Service – Queues and Topics

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during a billing month.

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Service-Bus Service – Relays

Additional Definitions:

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, or Topics, using any protocol supported by Service Bus.

“Deployment Minutes” is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Relays deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime: Is the total accumulated Deployment Minutes, across all Relays deployed by Customer in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime percentage for Relays is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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SignalR Service

Additional Definitions:

“Downtime” is the total accumulated Maximum Available Minutes during a billing month for the SignalR Service during which the SignalR Service is unavailable. A given minute is considered unavailable if all attempts to send SignalR Transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.

“Maximum Available Minutes” is the total number of minutes that the SignalR Service has been deployed by the Customer in a given Microsoft Azure subscription during a billing month.

SignalR Service Endpoint is the host name from which the SignalR Service is accessed by servers or clients to perform SignalR Transactions.

“SignalR Transactions” is the set of transaction requests sent from client to server or from server to client through a SignalR Service Endpoint.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the SignalR Service Standard tiers. The SignalR Service Free tier is not covered by this SLA.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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SQL Data Warehouse Database

Additional Definitions:

"Database" means any SQL Data Warehouse Database.

"Maximum Available Minutes" is the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Client Operations" is the set of all documented operations supported by SQL Data Warehouse.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if more than 1% of all Client Operations completed during the minute return an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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SQL Database Service (Basic, Standard and Premium Tiers)

Additional Definitions:

"Database" means any single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database.

"Maximum Available Minutes" is the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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SQL Database Service (Web and Business Tiers)

Additional Definitions:

"Database" means any Web or Business Microsoft Azure SQL Database.

"Deployment Minutes" is the total number of minutes that a given Web or Business Database has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Web and Business Databases for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes across all Web and Business Databases deployed by you in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by you to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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SQL Server Stretch Database

Additional Definitions:

“Database” means one instance of SQL Server Stretch Database.

“Maximum Available Minutes” is the total number of minutes that a given Database has been deployed in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated minutes across all Databases deployed by Customer in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Storage Service

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Blob Storage Account” is a storage account specialized for storing data as blobs and provides the ability to specify an access tier indicating how frequently the data in that account is accessed.

“Cool Access Tier” is an attribute of a Blob Storage Account indicating that the data in the account is infrequently accessed and has a lower availability service level than data in other access tiers.

“Excluded Transactions” are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions.

Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.

“Error Rate” is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

“Failed Storage Transactions” is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Request Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
CopyFile	Ninety (90) seconds (where the source and destination files are within the same storage account)

Request Types	Maximum Processing Time
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob, File, and Message Operations	Two (2) seconds

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:

1. Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
2. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
3. Read transactions requests to RA-GRS Accounts for which you did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
4. Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

“Geo Replication Lag” for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

“Geographically Redundant Storage (GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

“Locally Redundant Storage (LRS) Account” is a storage account for which data is replicated synchronously only within a Primary Region.

“Primary Region” is a geographical region in which data within a storage account is located, as selected by you when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

“Read Access Geographically Redundant Storage (RA-GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

“Secondary Region” is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by Microsoft Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

“Total Storage Transactions” is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

“Zone Redundant Storage (ZRS) Account” is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

Monthly Uptime Percentage: Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit – RA-GRS (read requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Service Credit – LRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99%	10%

Monthly Uptime Percentage	Service Credit
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

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Stream Analytics – API Calls

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during a billing month for a given Microsoft Azure subscription.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft’s receipt of the request.

“Monthly Uptime Percentage” for API calls within the Stream Analytics Service is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Stream Analytics – Jobs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given job has been deployed within the Stream Analytics Service during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all jobs deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.

Monthly Uptime Percentage for jobs within the Stream Analytics Service is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Traffic Manager Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Traffic Manager Profiles deployed by you in a given Microsoft Azure subscription during a billing month.

“Traffic Manager Profile” or **“Profile”** refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.

“Valid DNS Response” means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.

Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Virtual Machines

Additional Definitions:

“Availability Set” refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

“Availability Zone” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

“Data Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

“Fault Domain” is a collection of servers that share common resources such as power and network connectivity.

“Operating System Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store the Virtual Machine’s operating system.

“Single Instance” is defined as any single Microsoft Azure Virtual Machine that either is not deployed in an Availability Set or has only one instance deployed in an Availability Set.

“Virtual Machine” refers to persistent instance types that can be deployed individually or as part of an Availability Set.

“Virtual Machine Connectivity” is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

Monthly Uptime Calculation and Service Levels for Virtual Machines in Availability Zones

“Maximum Available Minutes” is the total accumulated minutes during a billing month that have two or more instances deployed across two or more Availability Zones in the same region. Maximum Available Minutes is measured from when at least two Virtual Machines across two Availability Zones in the same region have both been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Virtual Machines.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity in the region.

“Monthly Uptime Percentage” for Virtual Machines in Availability Zones is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Virtual Machines deployed across two or more Availability Zones in the same region:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Monthly Uptime Calculation and Service Levels for Virtual Machines in an Availability Set

Maximum Available Minutes: The total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity.

Monthly Uptime Percentage: for Virtual Machines is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer's use of Virtual Machines in an Availability Set:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Monthly Uptime Calculation and Service Levels for Single-Instance Virtual Machines

"Minutes in the Month" is the total number of minutes in a given month.

Downtime: is the total accumulated minutes that are part of Minutes in the Month that have no Virtual Machine Connectivity.

Monthly Uptime Percentage: is calculated by subtracting from 100% the percentage of Minutes in the Month in which any Single Instance Virtual Machine using premium storage for all Operating System Disks and Data Disks had Downtime.

$$\text{Monthly Uptime \%} = \frac{(\text{Minutes in the Month} - \text{Downtime})}{\text{Minutes in the Month}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance Virtual Machines:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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VPN Gateway

Additional Definitions:

"Maximum Available Minutes" is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a Microsoft Azure subscription.

"Virtual Network" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"VPN Gateway" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given VPN Gateway is calculated as Maximum Available Minutes less Downtime divided by the Maximum Available Minutes in a billing month for the VPN Gateway. The Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each VPN Gateway:

Basic Gateway for VPN or ExpressRoute Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Standard, High Performance, VpnGw1, VpnGw2, Gateway for VPN / Standard, High Performance, Ultra Performance Gateway for ExpressRoute Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Visual Studio App Center Build Service

Additional Definitions:

"Build Service" is a feature that allows customers to build their mobile applications in Visual Studio App Center.

"Maximum Available Minutes" is the total number of minutes for which Build Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes during which the Build Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Build Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Build Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Build Service. Free tier service is not covered by this SLA.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Visual Studio App Center Test Service

Additional Definitions:

"Test Service" is a feature that allows customers to upload and run tests for their mobile applications on physical devices running in Visual Studio App Center.

"Maximum Available Minutes" is the total number of minutes for which Test Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

Downtime: The total number of minutes within Maximum Available Minutes during which the Test Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Test Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Test Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Test Service. Free tier service is not covered by this SLA.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Visual Studio App Center Push Notification Service

Additional Definitions:

"Push Notification Service" is a feature that enables customers to push messages to specific devices configured to receive such messages using Visual Studio App Center.

"Maximum Available Minutes" is the total number of minutes for which Push Notification Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

Downtime: The total number of minutes within Maximum Available Minutes during which Push Notification Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to Push Notification Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Push Notification Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Push Notification Service. Free tier service is not covered by this SLA.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Dev Ops Services – Azure Pipelines

Additional Definitions:

"Azure Pipelines" is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

"Maximum Available Minutes" is the total number of minutes for which the paid Azure Pipelines has been enabled for a given Microsoft Azure subscription during a billing month.

"Downtime" is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure Pipelines Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure Pipelines Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Azure Pipelines Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service. Free tier service is not covered by this SLA.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure DevOps Test Plans – Load Testing Service

Additional Definitions:

“Azure DevOps Test Plans Load Testing Service” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“Maximum Available Minutes” is the total number of minutes for which the paid Azure DevOps Test Plans Load Testing Service has been enabled for a given Microsoft Azure subscription during a billing month.

“Downtime” is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure DevOps Test Plans Load Testing Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure DevOps Test Plans Load Testing Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Azure DevOps Test Plans Load Testing Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Test Plans Load Testing Service.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure DevOps Services – User Plans Service

Additional Definitions:

“Azure DevOps Test Plans Load Testing Service” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“Azure DevOps Services Users” refers to the set of features and capabilities available to a user within an Azure DevOps Services account in a Customer subscription. The features and capabilities available are described on the [Azure DevOps](#) website.

“Azure Pipelines” is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

“Deployment Minutes” is the total number of minutes for which a User Plan has been purchased during a billing month.

“Downtime” is the total accumulated Deployment Minutes, across all User Plans for a given Microsoft Azure subscription, during which the Service Plan is unavailable. A minute is considered unavailable for a given User Plan if all continuous HTTP requests to perform operations, other than operations pertaining to the Azure Pipelines Service or the Azure DevOps Test Plans Load Testing Service, throughout the minute either result in an Error Code or do not return a response.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all User Plans for a given Microsoft Azure subscription during a billing month.

“User-Based Extensions” means the set of Azure DevOps Services extensions published by Microsoft which are sold on a per-user basis via the Azure DevOps Marketplace.

“User Plans” refer to Azure DevOps Services Users and User-Based Extensions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

In the event Azure DevOps Services are unavailable, Service Credits are applicable to Azure DevOps Services Users and User-Based Extensions. The following Service Levels and Service Credits are applicable to Customer's use of Azure DevOps Services User Plans:

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Azure Plans

Azure Active Directory Basic

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Active Directory B2C

Additional Definitions:

"Deployment Minutes" is the total number of minutes for which an Azure AD B2C directory has been deployed during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Azure AD B2C directories in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated minutes across all Azure AD B2C directories deployed by Customer in a given Microsoft Azure subscription during which the Azure AD B2C service is unavailable. A minute is considered unavailable if either all attempts to process user sign-up, sign-in, profile editing, password reset and multi-factor authentication requests, or all attempts by developers to create, read, write and delete entries in a directory, fails to return tokens or valid Error Codes, or do not return responses within two minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: No SLA is provided for the Free tier of Azure Active Directory B2C.

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Azure Active Directory Premium

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Information Protection Premium

Downtime: Any period of time when end users cannot create or consume IRM documents and email.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Site Recovery Service – On-Premises-to-Azure

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“On-Premises-to-Azure Failover” is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery Time Objective (RTO)” means the period of time beginning when you initiate a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of your scripts.

“Monthly Recovery Time Objective”: For a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is two hours.

Service Credit:

Monthly Recovery Time Objective	Service Credit
> 2 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Azure Site Recovery Service – On-Premises-to-On-Premises

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

“Failover Minutes” is the total number of minutes in a billing month during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.

“Maximum Available Minutes” is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Azure Site Recovery Service during a billing month.

“On-Premises-to-On-Premises Failover” is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Downtime: Is the total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Azure Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Azure Site Recovery Service – Azure-to-Azure Failover

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“Azure-to-Azure Failover” is the Failover of a Protected Instance from an Azure primary site to an Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery Time Objective (RTO)” means the period of time beginning when Customer initiates a Failover of a Protected Instance for Azure-to-Azure replication to the time when the Protected Instance is running as a virtual machine in secondary Azure region, excluding any time associated with manual action or the execution of Customer scripts.

“Monthly Recovery Time Objective” for a specific Protected Instance configured for Azure-to-Azure replication in a given billing month is 2 hours.

Service Credit:

Monthly Recovery Time Objective	Service Credit
>2 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Multi-Factor Authentication Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Multi-Factor Authentication provider has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription, during which the Multi-Factor Authentication Service is unable to receive or process authentication requests for the Multi-Factor Authentication provider.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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StorSimple Service

Additional Definitions:

“Backup” is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Cloud Tiering” is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Deployment Minutes” is the total number of minutes during which a Managed Item has been configured by Customer for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

“Failure” means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

“Managed Item” refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

“Restoring” is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Downtime: The total number of minutes within Maximum Available Minutes during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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StorSimple Data Manager

Additional Definitions:

“Total Requests” is the set of all requests, other than Excluded Requests, to perform operations against StorSimple Data Manager service during a billing month for a given Microsoft Azure subscription.

“Excluded Requests” is the set of requests that result in an HTTP 4xx status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or fail to return a Success Code within 60 seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Other Online Services

Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft’s data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API’s Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days’ advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month’s usage.

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Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft’s data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

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Microsoft Cloud App Security

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Cloud App Security) that provide updates via API (application programming interface) to any services licensed as part of the Service subscription.

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Microsoft Flow

Downtime: Any period of time when users' flows have no connectivity to Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Flow.

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Microsoft Intune

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

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Microsoft Kaizala Pro

Downtime: Any period of time when end users are unable to read or post message in organizations groups for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft PowerApps

Downtime: Any period of time when users are unable to read or write any portion of data in Microsoft PowerApps to which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft PowerApps.

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Minecraft: Education Edition

Downtime: Any period of time when users are unable to access Minecraft: Education Edition.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Power BI Embedded

Deployment Minutes: is the total number of minutes for which a given workspace collection has been provisioned during a billing month.

Maximum Available Minutes: is the sum of all Deployment Minutes across all workspace collections provisioned by a customer in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, during which the workspace collection is unavailable. A minute is considered unavailable for a given workspace collection if all continuous attempts within the minute to read or write any portion of Power BI Embedded data result in an Error Code or do not return a response within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Power BI Premium

“Capacity” means a named capacity provisioned by an admin through the Power BI Premium capacity admin portal. A Capacity is a grouping of one or more nodes.

“Maximum Available Minutes” is the total number of minutes that a given Capacity has been instantiated during a billing month in a given tenant.

Downtime: The total accumulated minutes during a billing month for a given Capacity during which a given Capacity is unavailable. A minute is considered unavailable for a given Capacity if all attempts to view Power BI reports or dashboards within the minute fail due to system errors.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Power BI Pro

Downtime: Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Translator API

Downtime: Any period of time when users are not able to perform translations.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%

Monthly Uptime Percentage	Service Credit
< 95%	100%

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Windows Desktop Operating System

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during a billing month for Windows Defender Advanced Threat Protection portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.

“Tenant” represents Windows Defender Advanced Threat Protection customer specific cloud environment.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes in which the Customer unable to access any portion of a Windows Defender Advanced Threat Protection portal site collections for which they have appropriate permissions and customer has a valid, active, license.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

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Appendix A – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking, (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

1. Virus Detection and Blocking Service Level

- a. “Virus Detection and Blocking” is defined as the detection and blocking of Viruses by the filters to prevent infection. “Viruses” is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove it. If this results in the prevention of an infection, you won’t be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
 - i. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
 - ii. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Service Fee if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

2. Spam Effectiveness Service Level

- a. “Spam Effectiveness” is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam Effectiveness is below 99%	Service Credit
>25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

- a. “False Positive” is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in a calendar month.

- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
 - i. bulk, personal, or pornographic email
 - ii. email containing a majority of non-English content
 - iii. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
 - iv. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

Appendix B - Service Level Commitment for Uptime and Email Delivery

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for (1) Uptime and (2) Email Delivery.

1. **Monthly Uptime Percentage:**

If the Monthly Uptime Percentage for EOP falls below 99.999% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

2. **Email Delivery Service Level:**

- a. "Email Delivery Time" is defined as the average of email delivery times, measured in minutes over a calendar month, where email delivery is defined as the elapsed time from when a business email enters the EOP network to when the first delivery attempt is made.
- b. Email Delivery Time is measured and recorded every 5 minutes, then sorted by elapsed time. The fastest 95% of measurements are used to create the average for the calendar month.
- c. We use simulated or test emails to measure delivery time.
- d. The Email Delivery Service Level applies only to legitimate business email (non-bulk email) delivered to valid email accounts.
- e. This Email Delivery Service Level does not apply to:
 1. Delivery of email to quarantine or archive
 2. Email in deferral queues
 3. Denial of service attacks (DoS)
 4. Email loops
- f. The Service Credit available for the Email Delivery Service is:

Average Email Delivery Time (as defined above)	Service Credit
> 1	25%
> 4	50%
> 10	100%

Microsoft End User License Agreement for U.S. Government

MICROSOFT CORPORATION ("MICROSOFT") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE MICROSOFT LICENSE TERMS AND CONDITIONS APPLY TO MICROSOFT PRODUCTS THAT YOU ORDER FROM THE CONTRACTOR UNDER YOUR CONTRACT WITH THE CONTRACTOR. THESE MICROSOFT LICENSE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

In this agreement, the following definitions apply:

"Additional Product" means any Product identified as such in the Product List and chosen for Enrolled Affiliate under the applicable Enrollment and identified on your Order.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) an Enrolled Affiliate with Customer Data that is subject to Government regulations for which the Enrolled Affiliate determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Enrolled Affiliate's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through its use of the Online Services.

Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

"Enrollment" means the document that Government Partner submits to Microsoft to place orders for Enrolled Affiliate.

"Enrolled Affiliate" or "you" means any entity of the United States or entity authorized by the United States that enters into a Government Contract for Products with Government Partner.

"Enterprise" means Enrolled Affiliate and the Affiliates listed on an Enrollment.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms for which Government Partner chooses to order License(s) under an Enrollment for Enrolled Affiliate. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Product service packs), or provides to Enrolled Affiliate to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft

Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Government Contract” means the Contract between you and the Contractor, which incorporates these Microsoft License Terms and Conditions.

“Government Partner” means the entity from whom you place your order for Products under the Government Contract.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“License” means Enrolled Affiliate’s right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses under these Additional Use Right and Restrictions.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Online Services” means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Order” means the order placed by you to the Government Partner under the Government Contract.

“Product” means all products identified on the Product Terms, such as software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

“Product Terms” means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site at <http://explore.ms.com> and is updated from time to time.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device.

At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” means an offering that provides new version rights and other benefits for Products as described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights,” means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

1. Licenses for Products.

Upon Microsoft’s acceptance of Government Partner’s Enrollment for an Enrolled Affiliate, the Enrolled Affiliate has the following rights during the term of its Order. These rights apply to the Licenses obtained under the Order.

- a. License Grant.** By accepting an Enrollment, Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under the Enrollment. The rights granted are subject to the terms of the Use Rights and the Product Terms and are conditions on Enrolled Affiliate’s continued compliance with the terms of this agreement, including, without limitation, payment for the Licenses. Microsoft reserves all rights not expressly granted in this agreement.
- b. Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrollment is renewed or Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. Applicable Use Rights.**
 - (i) Products (other than Online Services).** The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise’s use of the version of each Product that is current at the time. For future versions and new Products, the Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the agreement or

Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

(iii) More restrictive use rights. If a new version of a Product has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enterprise's use of that Product during the term.

- d. Downgrade rights.** Enterprise may use an earlier version of Product than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enterprise chooses not use the new version immediately.
 - (i)** Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii)** If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. License confirmation.** The Government Contract, the Order, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses ordered by the Government Partner under an Enrollment for an Enrolled Affiliate.
- g. Reorganizations, Consolidations, and Privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of any member of the Enterprise, Microsoft will work with Government Partner in good faith to determine how to accommodate the Enterprise's changed circumstances in the context of these Additional Use Rights and Restrictions.
- h. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- i. Program updates.** Microsoft may make a change to the Enterprise and/or Enterprise Subscription programs that will make it necessary for Enrolled Affiliates to enter into a new agreement and Enrollments with Government Partner at the time of an Enrollment renewal. If any such updates occur during a current contract, including option periods, such change(s) will be made at no increase in cost to Enrolled Affiliate: all pricing in the current contract, including contract options will be honored despite any such change(s).

2. *Making copies of Products and re-imaging rights.*

- a. General.** Enrolled Affiliate may make as many copies of the Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees that it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of the Government Contract and the Order.
- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under the Order may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i)** Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii)** The Product, language, version and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii)** Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type from the separate source.
 - (iv)** Enrolled Affiliate must adhere to any Product specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any warranty or support obligation.

3. *Transferring and assigning licenses.*

- a. License transfers.** License transfers are not permitted, except that Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i)** an Affiliate, or
 - (ii)** a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a reorganization or privatization of an Affiliate or a division of an Affiliate or (2) a consolidation involving Enrolled Affiliate or an Affiliate.

Upon such transfer, Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a transfer of License by completing a license transfer form, which can be obtained from

<http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability. Any license transfer not made in compliance with this section will be void.

- c. **Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned as described in the Use Rights.

4. *Use, ownership, rights, and restrictions.*

- a. **Products.** Use of any Product is governed by the Use Rights specific to each Product and version and by these Additional Use Rights and Restrictions.

- (i) **Fixes.** Each fix is under the same license terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fixe will apply.

- b. **Non-Microsoft software and technology.**

Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- (i) Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are governed by the open source licenses used by the third parties that own such code, not by Microsoft and Microsoft's licensing terms.

- (ii) If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.

- (iii) Restrictions Enrolled Affiliate must not (and must not attempt to): (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement; or (3) work around any technical limitations in the Products or restrictions in Product documentation. Except as expressly permitted in this agreement, Enrolled Affiliate must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product, or Fix to offer hosting services to a third party.

- c. **No transfer of ownership; Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products or Fixes and (2) reserves all rights not expressly granted to Enrolled Affiliate.

5. ***Confidentiality.***

“Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party’s business, products or services.

Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (“Representatives”) and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other’s Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.

Freedom of Information Act (FOIA). Notwithstanding anything in this section to the contrary, the parties acknowledge and agree that Enrolled Affiliate is subject to the United States Freedom of Information Act (5 U.S.C. § 552) and may disclose information in response to a valid request in accordance with FOIA. Should Enrolled Affiliate receive a request under FOIA for Microsoft’s confidential information, Enrolled Affiliate agrees to give Microsoft adequate prior notice of the request and before releasing Microsoft’s confidential information to a third party, in order to allow Microsoft sufficient time to seek injunctive relief or other relief against such disclosure.

6. ***Privacy and Compliance with Laws.***

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of these Microsoft License Terms and Conditions and the applicable Order. Enrolled Affiliate will obtain all required consents from third parties (including Enrolled Affiliate’s contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Unless otherwise specified in the Enrollment or the Use Rights, personal information collected under these Microsoft License Terms and Conditions (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user,

end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

7. Warranties.

a. Limited warranties and remedies.

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Enrolled Affiliate is first licensed for that version. If it does not and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Customer paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Services will perform in accordance with the applicable SLA during the Enrolled Affiliate's use. Enrolled Affiliate's remedies for breach of this warranty are in the SLA.

The remedies above are Enrolled Affiliate's sole remedies for breach of the warranties in this section. Enrolled Affiliate waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. DISCLAIMER. Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

8. Defense of third party claims.

a. By Microsoft. Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that (i) any Product or Fix made available by Microsoft infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, or (ii) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or a Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides; (iv) Enrolled Affiliate's combination of a Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this agreement; (vi) Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes provided free of charge.

b. Your agreement to protect. Enrolled Affiliate agrees that use of Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's Trade Secret. In addition, Enrolled Affiliate will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement; and provide reasonable assistance in defending the claims. Microsoft will reimburse Enrolled Affiliate for reasonable out of pocket expenses that it incurs in providing assistance. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

9. *Limitation of liability.*

To the extent permitted by applicable law, for each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of the Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.
- e. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to these Microsoft License Terms and Conditions under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. *True-up Requirements*

- a. **True-Up Order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order. If there are no changes, then an update statement must be submitted instead of a true-up order. Microsoft, at its discretion, may validate the true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.

- b. **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- c. **Additional Products.** For Additional Products that have been previously ordered, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- d. **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate's Government Partner. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
- e. **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - i. For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on subscription licenses do not count towards this total count.
 - ii. For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - iii. For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- f. **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.
- g. **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- h. Late true-up.** If the true-up order or update statement is not received when due:
 - (i)** Enrolled Affiliate will be invoiced for all Reserved Licenses not previously ordered; and .
 - (ii)** *Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).*
- i. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

11. Verifying compliance.

- a. Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to verify Enrolled Affiliate’s and its Affiliates compliance with the Product’s license terms.
- b. Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days’ notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliates operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation and subject to Enrolled Affiliate’s security requirements. Enrolled Affiliate must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft’s self-audit process; which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.
- c. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then, within 30 days, Contractor will invoice Enrolled Affiliate for sufficient Licenses to cover that use or distribution. If unlicensed use or distribution is 5% or more, Enrolled Affiliate may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of Licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Enrolled Affiliate from disputing any invoice in accordance with the Contract Disputes Act (41

U.S.C. §§7101-7109). If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

12. Government Community Cloud.

- a. Community requirements.** Agency certifies that all Enrolled Affiliates in the Enterprise are members of the Community and represents that all Enrolled Affiliates in the Enterprise have agreed to use Government Community Cloud Services solely in their capacities as members of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Government Partner's or an Enrolled Affiliate's license(s) for Government Community Cloud Services. Agency acknowledges that only Community members may use Government Community Cloud Services.
 - (i) All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
 - (ii) Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
 - (iii) Any Enrolled Affiliate in the Enterprise that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.
- b. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

13. Miscellaneous.

- a. Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- b. Management and Reporting.** Enrolled Affiliate must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this site and may assign additional users and contacts.
- c. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

- d. **Free Products.** Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate purposes only, and is not provided for use by or personal benefit of any specific government employee.
- e. **Assignment.** Enrolled Affiliate may assign all its rights under this agreement to an Affiliate, but it must notify Microsoft in writing of the assignment. Any other proposed assignment under this agreement must be approved by the other party in writing. Any assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- f. **Use of contractors.** Microsoft may use contractors to support services but will be responsible for their performance subject to the terms of this agreement.
- g. **Third party beneficiary.** Microsoft is a third party beneficiary of this agreement and may enforce its terms.
- h. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.
- i. **Privacy and Compliance with applicable Laws, privacy and security.**
 - (i) Microsoft and Enrolled Affiliate will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers.
- j. **Natural disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights to Enrolled Affiliate than are set forth in this agreement by posting them on <http://www.microsoft.com> at such time.
- k. **Disputes.** Any breach of these Microsoft License Terms and Conditions, including Enrolled Affiliate's obligations set forth herein, shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).
- l. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for Products and the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- m. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein, contains a provision (a) allowing for the automatic termination of your license rights or Software Assurance services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.
- n. No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any product(s) or services acquired under these Microsoft License Terms and Conditions shall apply in place of, or serve to modify any provision of these Microsoft License Terms and Conditions, even if a user or authorized officer of Enrolled Affiliate purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or

services that such provisions attach to) and any term or condition of these Microsoft License Terms and Conditions, then the relevant term or condition of these Microsoft License Terms and Conditions shall govern and supersede the purchase of such product(s) or services to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

- o. Section headings.** All section and subsection headings used in this agreement are for convenience only and shall not affect the interpretation of this agreement.