SPUR Version: January 2014

Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your Services Provider License Agreement. Terms used and not defined in this Microsoft Services Provider Use Rights document have the meanings assigned to them in the Services Provider License Agreement.

Your Use Rights

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

Rights to Use Other Versions

License terms for products permit use of one or more copies or instances at a time. For all these products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a:

- prior version;

- different permitted language version; or

- different available platform version (for example, 32 bit or 64 bit).

You may not use different versions of different components, such as server software and additional software, unless the license terms for the product expressly permit you to do so.

Applicable Use Rights

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

"Cold" Disaster Recovery Rights

For each instance of eligible server software licensed in the Per Processor or Per Core licensing models that you run in a physical or virtual operating system environment (or OSE) on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment (or OSE) on a server dedicated to disaster recovery. The product use rights for the software and the following limitations apply to your use of software on a disaster recovery server:

- The server must be turned off except for (i) limited software self-testing and patch management, and (ii) disaster recovery.

- The server may not be in the same cluster as the production server.

- You may run the backup and production instances at the same time only while recovering the production instance from a disaster.

Rental Not Permitted

Rental of software is not permitted.

Using Data Center Providers

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

Third Party Software

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

Pre-release Code

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

Updates and Supplements

We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.

Technical Limitations

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

Other Rights

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

Documentation

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

Product Activation

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

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

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

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

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

- the version, language and product key of the software

- the Internet protocol address of the device

- information derived from the hardware configuration of the device.

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

PROPER USE OF KMS

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

UNAUTHORIZED USE OF MAK OR KMS KEYS

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

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

Additional Functionality

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

Using More than One Product or Functionality Together

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

.NET Framework, PowerShell Software and Windows Hotfix KB975759

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

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

SQL Server Technology

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

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

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

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

- through the software's unified installer.

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

Consent to Use of Data

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

Third Party Internet Sites

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

No Transfer of Personally Identifiable Information

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

Benchmark Testing

SOFTWARE

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or client software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Live Communications Server, Windows Server, and Windows Small Business Server. It, however, does apply to SQL Technology, if any, licensed with these products.

MICROSOFT .NET FRAMEWORK

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

SQL Server Reporting Services Map Report Item

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkId=21969.

You may not:

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software; or

- publish the software, including any application programming interfaces included in the software, for others to copy; or

- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

Multiplexing

Hardware or software you use to:

- pool connections;

- reroute information;

- reduce the number of devices or users that directly access or use the product; or

- reduce the number of operating system environments (or OSEs), devices or users the product directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

Distributable Code

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

RIGHT TO USE AND DISTRIBUTE

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

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

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

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

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

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

Additional license terms for all Visual Studio Products

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

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

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

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

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

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

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

- **Icons:** Distribute unmodified copies of code marked as "icons";

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

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

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

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

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

- **Access Runtime Files:** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2013 or Microsoft Office Access 2013 software. You and your End Users may only use these files to provide database features for your non-database management programs.

DISTRIBUTION REQUIREMENTS

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;

- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;

- distribute Distributable Code included in a setup program only as part of that setup program without modification;

- require distributors and end users to agree to terms that protect it at least as much as your Services Provider License Agreement;

- display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

DISTRIBUTION LIMITATIONS

You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;

- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms, except that JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files) may be distributed to run on any platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

THE FOLLOWING LICENSE TERMS APPLY TO YOUR USE OF THE PRODUCTS

Instance

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

Run an Instance

You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

Operating System Environment ("OSE")

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

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

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

Manage an OSE

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

Server

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

Host Fabric

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

Assigning a License

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

No Separation of Software

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

Physical and Virtual Processors

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

Physical Core

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

Hardware Thread

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

Virtual Core

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

Core Factor

The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

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

- Exchange Server 2013 Standard and Enterprise
- Office Professional Plus 2013
- SharePoint Server 2013
- SQL Server 2012 Standard(SAL)

- Windows Server 2012 R2 Active Directory Rights Management Services
- Windows Server 2012 R2 Remote Desktop Services

GENERAL TERMS

SAL GENERAL TERMS ORGANIZATION

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

Server Software

- Exchange Server 2013 Standard and Enterprise
- Forefront Identity Manager 2010 R2
- Forefront Unified Access Gateway 2010
- Lync Server 2013
- Microsoft Application Virtualization for Remote Desktop Services
- Microsoft Application Virtualization Hosting for Desktops
- Microsoft Dynamics AX 2012 R2
- Microsoft Dynamics C5 2012
- Microsoft Dynamics CRM 2013 Service Provider

- Microsoft Dynamics GP 2013
- Microsoft Dynamics NAV 2013 R2
- Microsoft Dynamics SL 2011
- Microsoft User Experience Virtualization Hosting for Desktops v2.0
- Productivity Suite
- Project Server 2013
- SharePoint Server 2013
- Visual Studio Team Foundation Server 2013 with SQL Server 2012 Technology
- Windows Server 2012 R2 Remote Desktop Services
- Windows Server 2012 R2 Active Directory Rights Management Services

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

SUBSCRIBER ACCESS LICENSES (SALS)

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

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

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

TYPES OF SALS

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

REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

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

SALS FOR SA

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

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

CREATING AND STORING INSTANCES ON YOUR SERVERS OR STORAGE MEDIA.

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

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

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

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

SYSTEM CENTER PACKS

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

SOFTWARE

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

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

Management Servers

- System Center 2012 R2 Client Management Suite

- System Center 2012 R2 Configuration Manager

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

Two Types of Client SALs:

CLIENT SAL TYPES

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

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

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

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

MANAGEMENT SALS

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

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

You do not need a management SAL for:

- any OSEs in which no instances of software are running,

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

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

REASSIGNMENT OF SALS

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

SOFTWARE

You may use the software to manage:

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

- the OSEs users use, once you assign management SALs to those users.

SYSTEM CENTER PACKS

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

NO COPYING OR DISTRIBUTING DATA SETS

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

WINDOWS AUTOMATED INSTALLATION KIT

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

SITE HIERARCHY – GEOGRAPHICAL VIEW

System Center 2012 R2 Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API"). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

- logos,

- trademarks,

- copyright,

- digital watermarks, or

- other notices of Microsoft or its suppliers.

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

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

Desktop Applications

- Office Multi Language Pack 2013

- Office Professional Plus 2013

- Office Standard 2013

- Project 2013 Professional

- Project 2013 Standard

- Visio 2013 Professional

- Visio 2013 Standard

- Visual Studio Premium 2013

- Visual Studio Professional 2013

- Visual Studio Ultimate 2013

- Visual Studio Test Professional 2013

SUBSCRIBER ACCESS LICENSES (SALS)

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

Types of SALs There is one type of SAL: user SAL.

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

CONCURRENT CONNECTIONS FOR USER SALS

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

REASSIGNMENT OF SALS

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

USE OF WINDOWS SERVER REMOTE DESKTOP SERVICES

The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL. See the Server Software SAL General terms section above for how to assign Server Software SALs.

Product Exceptions for Exchange Server 2013 Standard and Enterprise

Exchange Server 2013 Standard and Enterprise

Exchange Server 2013 Standard and Enterprise

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

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **No**
Client/Additional Software: **Yes** (see Appendix 1)	Eligible for Software Services on Data Center Providers' Servers: **Yes**
SUBSCRIBER ACCESS LICENSES (SALs)	
You need: • Exchange Server 2013 Hosted Exchange Basic SAL, **or** • Exchange Server 2013 Hosted Exchange Standard SAL, **or** • Exchange Server 2013 Hosted Exchange Standard Plus SAL, **or**	• Exchange Server 2013 Hosted Exchange Enterprise SAL, **or** • Exchange Server 2013 Hosted Exchange Enterprise Plus SAL, **or** • Productivity Suite SAL
SALs for SA	**Qualifying CALs**
• Hosted Exchange Standard SAL	• Exchange Server 2013 Standard CAL, **or** • Core CAL Suite, **or** • Enterprise CAL Suite
• Hosted Exchange Enterprise SAL	• Exchange Server 2013 Standard CAL and Exchange Server 2013 Enterprise CAL, **or** • Core CAL Suite and Exchange Server 2013 Enterprise CAL, **or** • Enterprise CAL Suite

Additional Terms:

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

USER SAL REQUIREMENT

The Exchange Server 2013 Hosted Exchange Basic, Exchange Server 2013 Hosted Exchange Standard, Exchange Server 2013 Hosted Exchange Standard Plus, Exchange Server 2013 Hosted Exchange Enterprise, Exchange Server

2013 Hosted Exchange Enterprise Plus and Productivity Suite SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2013 HOSTED EXCHANGE BASIC SAL

Each user for whom you obtain an Exchange Server 2013 Hosted Exchange Basic SAL may use the following features of the server software:

- Outlook Web Access features that enable the features described in this SAL;

- E-Discovery;

- Exchange 2013 anti-spam;

- Multi-Mailbox Search;

- Messaging and personal folder access through the protocols described in this SAL;

- Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP), Internet Message Access Protocol (IMAP)) and Web browser access via any client;

- Personal Mail Folders (not shared with other users);

- Personal Address List (not shared with other users);

- Personal Calendar (not shared with other users);

- Personal Tasks (not shared with other users);

- Support for a single, second level domain for a single user or user organization (user obtains the right to use 'joe@smith.com' or 'joesmith@company1.com' instead of 'joe@servicesprovider.com'). Multiple suffixes (".com", ".net", ".org" etc) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.); and

- Global Address List: address list of all users within personalized domain or within the service provider's entire domain.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2013 HOSTED EXCHANGE STANDARD SAL, EXCHANGE SERVER 2013 HOSTED EXCHANGE STANDARD PLUS SAL AND PRODUCTIVITY SUITE SAL

Each user for whom you obtain an Exchange Server 2013 Hosted Exchange Standard SAL, Exchange Server 2013 Hosted Exchange Standard Plus SAL or Productivity Suite SAL may use the following features of the server software:

- The features of the Exchange Server 2013 Hosted Exchange Basic SAL described above;

- Support for a multiple, second level domains for a single user or user organization;

- Outlook Web Access features that enable the features described in this SAL;

- Messaging Application Programming Interface (MAPI) network protocol;

- Shared Folders;

- Public Folders;

- Shared Address List;

- Shared Contacts;

- Shared Tasks;

- Shared Calendar;

- Group scheduling, including viewing free/busy times of others;

- Mobile Notification: Receive notification of events in the server software via mobile devices;

- Mobile Browse: Access the server software inbox, calendar, address book, Global Address Book and tasks via mobile devices; and

- Mobile Synchronization: Synchronize mobile devices over wireless networks with the server software inbox, calendar, address book and tasks.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2013 HOSTED EXCHANGE ENTERPRISE SAL AND EXCHANGE SERVER 2013 HOSTED EXCHANGE ENTERPRISE PLUS SAL

Each user for whom you obtain an Exchange Server 2013 Hosted Exchange Enterprise SAL and Exchange Server 2013 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2013 Hosted Exchange Standard SAL as described above;

- Unified Messaging;

- Compliance Management;

- Data Loss Prevention; and

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

OUTLOOK MAC 2011 AND OUTLOOK 2013

In addition to the limitations above, these additional terms apply to **Exchange Server 2013 Hosted Exchange Enterprise Plus and Standard Plus SALs:** You may create and run one instance of the Outlook Mac 2011 or Outlook 2013 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

Product Exceptions for Office Professional Plus 2013

Office Professional Plus 2013

Office Professional Plus 2013

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

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

- Office Professional Plus 2013 SAL

Additional Terms:

OFFICE WEB APPS

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

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

Product Exceptions for SharePoint Server 2013

SharePoint Server 2013

SharePoint Server 2013

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

Applicable Section of SAL General Terms: Server Software	Internet Based Services Notice: **No**
Client/Additional Software: **Yes** (see Appendix 1)	Eligible for Software Services on Data Center Providers' Servers: **Yes**
SUBSCRIBER ACCESS LICENSES (SALs)	
You need: • SharePoint Server 2013 Standard SAL, **or** • Productivity Suite SAL	•
For the following functionality: • Business Connectivity Services Line of Business Webparts • Office 2013 Business Connectivity Services Client Integration • Access Services • InfoPath Forms Services • Enterprise Search • E-discovery and Compl • Excel Services, PowerPivot, PowerView • Visio Services • PerformancePoint Services	**You need:** • SharePoint Server 2013 Standard SAL, **AND** SharePoint Server 2013 Enterprise SAL

SALs for SA	Qualifying CALs
• Custom Analytics Reports • Advanced Charting	
• SharePoint Server 2013 Standard SAL	• SharePoint Server 2013 Standard CAL, **or** • Core CAL Suite, **or** • Enterprise CAL Suite
• SharePoint Server 2013 Enterprise SAL (please note that SharePoint Server 2013 Enterprise SAL requires the End User to have SharePoint Server 2013 Standard SAL)	• SharePoint Server 2013 Standard CAL **and** SharePoint Server 2013 Enterprise CAL, **or** • Core CAL Suite **and** SharePoint Server 2013 Enterprise CAL, **or** • Enterprise CAL Suite

Product Exceptions for SQL Server 2012 Standard(SAL)

SQL Server 2012 Standard

SQL Server 2012 Standard

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

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **Automatic Updates** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	Eligible for Software Services on Data Center Providers' Servers: **Yes**
SUBSCRIBER ACCESS LICENSES (SALs)	
You need: • SQL Server 2012 Standard SAL, **or** • SQL Server 2012 Business Intelligence SAL	•

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of either the 2008 R2 version of SQL Server Standard Workgroup or Small Business edition of the software.

.NET FRAMEWORK SOFTWARE

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

Product Exceptions for Windows Server 2012 R2 Active Directory Rights Management Services

Windows Server 2012 R2 Active Directory Rights Management Services

Windows Server 2012 R2 Active Directory Rights Management Services

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

Applicable Section of SAL General Terms: Server Software	Eligible for Software Services on Data Center Providers' Servers: **Yes**
SUBSCRIBER ACCESS LICENSES (SALs)	
You need: • Windows Server 2012 R2 Active Directory Rights Management Services SAL	•

Additional Terms:

ACCESS RIGHTS ONLY

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

SERVER SOFTWARE

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

Product Exceptions for Windows Server 2012 R2 Remote Desktop Services

Windows Server 2012 R2 Remote Desktop Services

Windows Server 2012 R2 Remote Desktop Services

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

Applicable Section of SAL General Terms: Server Software	Eligible for Software Services on Data Center Providers' Servers: **Yes**
SUBSCRIBER ACCESS LICENSES (SALs)	
You need: • Windows Server 2012 R2 Remote Desktop Services SAL	•

Additional Terms:

ACCESS RIGHTS ONLY

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

SERVER SOFTWARE

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

Per Procesor License Model

- SharePoint 2013 Hosting
- Windows Server 2012 R2 Datacenter
- Windows Server 2012 R2 Essentials
- Windows Server 2012 R2 Standard

GENERAL TERMS

Licensing a Server

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

DETERMINING THE NUMBER OF LICENSES REQUIRED

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

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

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

A) To run instances of the server software in the physical OSE on a server, you need a license for each physical processor that the physical OSE uses.

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

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

A) one license for every X logical processors that virtual OSE uses

B) one license if the number of logical processors it uses is not a whole number multiple of X

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

Assigning the Required Number of Licenses to the Server

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

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

Running Instances of the Server Software

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

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

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

- You do not need to license virtual processors.

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

Running Instances of the Client Software

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

Creating and Storing Instances on Your Servers or Storage Media

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

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

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

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

Additional Licensing Requirements and/or Use Rights

NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS

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

DISTRIBUTABLE CODE

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

SYSTEM CENTER PACKS

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

License Mobility within Server Farms

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

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

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

Server Farm. A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or

- within the European Union (EU) and/or European Free Trade Association (EFTA).

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

LICENSE REASSIGNMENT

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

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

DETERMINING THE NUMBER OF LICENSES REQUIRED

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

RUNNING INSTANCES OF THE SERVER SOFTWARE IN A SERVER FARM

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

ALTERNATIVE METHOD OF COUNTING

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

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

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

Product Exceptions for SharePoint 2013 Hosting

SharePoint 2013 Hosting

SharePoint 2013 Hosting

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

License Mobility Within Server Farms: **Yes** (see General Terms)	See Applicable Notice: **No**
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

All content, information, and applications accessible by internal users must also be accessible to external users. Access to servers that provide content, information, and applications that are limited to internal users, must be licensed under SharePoint Server 2013 SALs. "External users" means users that are not either (i) your customer's employees, or (ii) your customer's onsite contractors or agents. All other users are "internal users."

RUNNING INSTANCES OF THE SERVER SOFTWARE

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

Product Exceptions for Windows Server 2012 R2 Datacenter

Windows Server 2012 R2 Datacenter

Windows Server 2012 R2 Datacenter

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

License Mobility Within Server Farms: **No**	See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

NUMBER OF LICENSES REQUIRED

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,

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

- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

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

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2012 R2 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

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

WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

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

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

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

WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES

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

MICROSOFT APPLICATION VIRTUALIZATION FOR REMOTE DESKTOP SERVICES

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

Product Exceptions for Windows Server 2012 R2 Essentials

Windows Server 2012 R2 Essentials

Windows Server 2012 R2 Essentials

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

License Mobility Within Server Farms: **No**	Client/Additional Software: **Yes** (see Appendix 1)
	See Applicable Notice: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (see Appendix 2)

Additional Terms:

LIMITATIONS ON USE

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

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

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

ii) You must run the server software within a domain where the Server's Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);

- as the root of the domain forest;

- not to be a child domain, and

- to have no trust relationships with any other domains.

iii) If both permitted Instances are running, the Instance in the Physical OSE may be used only to run hardware virtualization software or provide hardware virtualization services. That Instance does not need to meet the requirements in (ii) above. That is the only configuration that does not require the Instance to be a domain controller.

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

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Windows Server 2012 R2 Essentials Dashboard.

- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;

- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

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

USING THE SERVER SOFTWARE

A User Account is a unique user name with its associated password created through the Windows Server 2012 R2 Essentials Console. You may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SERVER 2012 R2 ESSENTIALS CONNECTOR

You may install and use the Windows Server 2012 R2 Essentials Connector software on no more than 50 devices at any one time. . You may use this software only with the server software.

WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES ACCESS

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

VALIDATION

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

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

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

- need to reactivate the software, or

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

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

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

DATA STORAGE TECHNOLOGY

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

Product Exceptions for Windows Server 2012 R2 Standard

Windows Server 2012 R2 Standard

Windows Server 2012 R2 Standard

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

License Mobility Within Server Farms: **No**	See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

NUMBER OF LICENSES REQUIRED

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

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

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

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

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

- run hardware virtualization software, or

- provide hardware virtualization services, or

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

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

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

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2012 R2 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

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

WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

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

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

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

WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES

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

MICROSOFT APPLICATION VIRTUALIZATION FOR REMOTE DESKTOP SERVICES

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

Per Core License Model

- SQL Server 2012 Enterprise
- SQL Server 2012 Standard(Per Core)
- SQL Server 2012 Web

GENERAL TERMS

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

Licensing a Server

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

DETERMINING THE NUMBER OF LICENSES REQUIRED

You have two licensing options:

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

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

Assigning the Required Number of Licenses to the Server

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

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

Running Instances of the Server Software

THE FOLLOWING APPLIES TO ENTERPRISE EDITIONS OF SERVER SOFTWARE

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

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

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

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

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

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

Running Instances of the Additional Software

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

Creating and Storing Instances on Your Servers or Storage Media

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

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

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

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

Additional Licensing Requirements and/or Use Rights

NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS

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

DISTRIBUTABLE CODE

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

License Mobility within Server Farms

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

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

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

Server Farm. A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or

- within the European Union (EU) and/or European Free Trade Association (EFTA).

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

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

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

Product Exceptions for SQL Server 2012 Enterprise

SQL Server 2012 Enterprise

SQL Server 2012 Enterprise

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

License Mobility Within Server Farms: **Yes** (see General Terms)	See Applicable Notice: **Automatic Updates** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of the 2008 R2 version of SQL Server Datacenter edition of the software, the 2008 R2 or any earlier version of SQL Server Enterprise edition of the software or a 2012 or earlier version of the following editions of the software: Business Intelligence, Standard, Workgroup, or Standard Edition for Small Business.

FAIL-OVER SERVERS

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

.NET FRAMEWORK SOFTWARE

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

Product Exceptions for SQL Server 2012 Standard(Per Core)

SQL Server 2012 Standard

SQL Server 2012 Standard

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

License Mobility Within Server Farms: **Yes** (see General Terms)	See Applicable Notice: **Automatic Updates** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of the 2008 R2 or earlier version of the following editions of the software: SQL Server Standard, Workgroup or Small Business.

FAIL-OVER SERVERS

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

.NET FRAMEWORK SOFTWARE

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

Product Exceptions for SQL Server 2012 Web

SQL Server 2012 Web

SQL Server 2012 Web

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

License Mobility Within Server Farms: **Yes** (see General Terms)	See Applicable Notice: **Automatic Updates** (see Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

Additional Terms:

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

- Web pages

- Web sites

- Web applications

- Web services

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

FAIL-OVER SERVERS

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

.NET FRAMEWORK SOFTWARE

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

Appendix 1: Client/Additional Software

PRODUCT	LIST OF CLIENT SOFTWARE
BizTalk Server RFID 2010	
- RFID Client and Tools - RFID SDK - RFID Mobile	
BizTalk Server 2010 Branch, Standard and Enterprise Editions	
- For all editions of BizTalk Server 2010: - Administration and Monitoring Tools - BizTalk Server Related Schemas and Templates - Development Tools - Master Secret Server/Enterprise Single Sign-On - Software Development Kit(s) - MQHelper.dll - Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools - BAM Alert Provided for SQL Notification Services - BAM Client - Windows SharePoint Services Adapter Web Service - Windows Communication Foundation Adapters - SOAP Receive Adapter	- HTTP Receive Adapter - ADOMD.NET - MSXML - SQLXML - UDDI - Business Rules Component - MQSeries Agent - BizTalk RFID Client and Tools - BizTalk RFID SDK - BizTalk RFID Mobile - Only for BizTalk Server 2010 Branch Edition: - BizTalk Adapter for SQL Server
BizTalk Server 2013 Branch, Standard and Enterprise Editions	
- Administration and Monitoring Tools - Development Tools - Software Development Kit(s) - HTTP Receive Adapter - SOAP Receive Adapter - Windows SharePoint Services Adapter Web Service	- BizTalk Server Related Schemas and Templates - Business Activity Services - Master Secret Server/Enterprise Single Sign-On - MQHelper.dll - ADOMD.NET - MSXML - SQLXML

- Windows Communication Foundation Adapters

- Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools

- BAM Alert Provider for SQL Notification Services

- BAM Client

- Business Rules Component

- MQSeries Agent

- UDDI

Exchange Server 2013 Standard and Enterprise

- Exchange Management Tools

-

Forefront Identity Manager 2010 R2

- Change Microsoft Password Notification Service

- Microsoft BHOLD Suite

- FIM Certificate Management Client

- FIM Certificate Management Bulk Issuance Client

- System Center Service Manager 2010

Lync Server 2013 Standard and Enterprise

- Lync Web App 2013 Plug-in

- Topology Builder

- Administrative Tools

- PowerShell Snap-In

- Lync 2013 Group Chat Administration Tool

- Lync Server 2013 Attendant

- Lync Server 2013 Hoster Pack

Microsoft Dynamics AX 2012 R2

- Microsoft Dynamics AX 2012 R2 Windows Rich Client Software

- Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R2

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Microsoft Dynamics C5 2012

- Microsoft Dynamics C5 2012 Windows Rich Client Software

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Microsoft Dynamics CRM 2013 Service Provider

- Microsoft Dynamics CRM 2013 for Microsoft Office Outlook

- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2013

- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2013

- Marketing Pilot Connector for Microsoft Dynamics CRM

- Microsoft Dynamics CRM for supported devices

- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2013

- Microsoft Dynamics CRM 2013 Report Authoring Extensions

- Microsoft Dynamics CRM 2013 Best Practices Analyzer

- Microsoft Dynamics CRM 2013 Multilingual User Interface (MUI)

Microsoft Dynamics GP 2013

- Microsoft Dynamics GP 2013 Windows Rich Client Software.

- Management Reporter Designer Client Software for Microsoft Dynamics GP 2013

- Microsoft Dynamics GP 2013 Web Client

Microsoft Dynamics NAV 2013 R2

- Microsoft Dynamics NAV 2013 R2Windows Rich Client Software.

- Microsoft Dynamics NAV 2013 R2 Web Client

- Microsoft Dynamics NAV 2013 R2 SharePoint Client

Microsoft Dynamics SL 2011

- Microsoft Dynamics SL 2011 Windows Rich Client Software.

- Management Reporter Designer Client Software for Microsoft SL 2011

- Microsoft Dynamics SL 2011 Connector for Dynamics CRM 2011

Project Server 2013

- Software Development Kit (SDK)

SharePoint Server 2013

- Software Development Kit (SDK)

SharePoint 2013 Hosting

- Software Development Kit (SDK)

SQL Server 2012 Standard, Enterprise, Web and Business Intelligence

- Business Intelligence Development Studio

- Client Tools Backward Compatibility

- Client Tools Connectivity

- Client Tools SDK

- Data Quality Client

- Distributed Replay Client

- Management Tools - Basic

- Management Tools - Complete

- Reporting Services Add-in for SharePoint Products

- Sync Framework

- SQL Client Connectivity SDK

- SQL Server 2012 Books Online

System Center 2012 R2 Client Management Suite

- Configuration Manager Client

- Device Management Point

- Custom Updates Publishing Tool

- Management Point

- Reporting Point

- Secondary Site Server

- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Audit Collection Services software
- Power Shell
- Business Intelligence Development Studio
- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
- SQL Server 2008 Books Online
- Data warehouse management server
- Service Manager console
- Avicode Incident Snapshot Utility
- AVIcode Intercept Agent
- AVIcode Intercept Visual Studio Plug-In
- AVIcode SharePoint Application Cartridge
- AVIcode Advisor 5.7
- AVIcode Intercept uX Management Pack for Operations Manager 2007
- AVIcode SharePoint Application Management Pack for Operations Manager 2007
- Quick Integration Kit
- Opalis Integration Server 6.2.2 SP1
- Data Protection Manager Remote Command-Line

- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
- Out of Band Service Point
- Connector Framework
- Analysis Services Shared Tools
- Connectivity Components
- Management Tools
- Reporting Services Report Manager
- SQL Server 2008 Shared Tools
- SQLXML Client Features
- SQL Server Mobile Server Tools
- Data warehouse database
- Self-service portal
- AVIcode Incident Upload Utility
- AVIcode Intercept SE-Viewer
- AVIcode BizTalk Application Cartridge
- AVIcode Reporting Services Cartridge
- AVIcode .NET Enterprise Management Pack 5.7 for Operations Manager 2007
- AVIcode BizTalk Application Management Pack for Operations Manager 2007
- AVIcode Reporting Services Management Pack for Operations Manager 2007Opalis Integration Server
- Opalis Operator Console Installer
- Data Protection Manager 2010 Agent

System Center 2012 R2 Configuration Manager

- Configuration Manager Client
- Device Management Point
- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Management Point
- Virtual Machine Manager Agent
- Administrator Console
- VMRC Client
- Audit Collection Services software
- Power Shell
- Business Intelligence Development Studio
- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
- SQL Server 2008 Books Online

- Reporting Point
- Secondary Site Server
- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
- Out of Band Service Point
- Physical to Virtual Agent
- Virtual Machine Manager Self Service Portal
- Server Application Virtualization
- Connector Framework
- Analysis Services Shared Tools
- Connectivity Components
- Management Tools
- Reporting Services Report Manager
- SQL Server 2008 Shared Tools
- SQLXML Client Features
- SQL Server Mobile Server Tools

Visual Studio Team Foundation Server 2013 with SQL Server 2012 Technology

- Team Explorer for Visual Studio 2013
- Visual Studio Team Foundation Build Services

- Visual Studio Team Foundation Server SharePoint Extensions
- Visual Studio Team Foundation Server Project Server Extensions

Windows Server 2012 R2 Standard, Datacenter, and Cloud Platform Guest

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

Windows Server 2012 R2 Essentials

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290989
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Appendix 2: Notices

BING MAPS

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

LOCATION FRAMEWORK

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

MAPPING APIS

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

MICROSOFT ACCOUNTS IN VISUAL STUDIO

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

NOTICE OF AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER

If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

NOTICE OF DATA TRANSFER

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

Computer Information

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

Use of Information

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

Consent for Data Transfer

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

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

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

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

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

POTENTIALLY UNWANTED SOFTWARE

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

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

RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

YAMMER

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM: (i) posts; (ii) links to CRM records; (iii) information contained in the description field of the CRM records; and (iv) any other activity or content you or your end users share with Yammer. Yammer's Terms of Use are available at https://www.yammer.com/about/terms/. Its Privacy Statement is available at https://www.yammer.com/about/privacy/apply to customer data sent to Yammer.

Disclaimer Notice:

The material on this page may be out of date. Customers should go here to download the most up to date Services Provider Use Rights document. Microsoft provides this material in this manner solely for customers' convenience. Customers should refer to their agreements for a full understanding of their rights and obligations under Microsoft's Volume Licensing programs.