

Microsoft Volume Licensing

# Microsoft Products and Services Agreement Licensing Manual

March 2016



---

# Table of Contents

Document Purpose and Resources .....	2
Section 1 .....	3
How the Microsoft Products and Services Agreement works .....	3
Agreement structure .....	4
Transactional Purchasing .....	4
Section 2 .....	6
Online Services Benefits .....	6
Software Assurance & Benefits .....	6
MPSA Software Assurance Benefits Availability .....	7
Points Based Benefits .....	8
Planning Services.....	8
Training Vouchers .....	9
24x7 Problem Resolution Support.....	11
Qualifying Product Benefits.....	13
New Version Rights .....	13
E-Learning.....	13
Home Use Program .....	13
Enterprise Source Licensing Program.....	14
Back-up for Disaster Recovery .....	14
License Mobility through Software Assurance .....	15
Extended Hotfix Support .....	15
Section 3 .....	15
Making copies of Products and re-imaging rights .....	15
License Transfer Process .....	16
Verifying Compliance Process and Limitations .....	16
Divestitures.....	16
Natural Disaster .....	16
Section 4 .....	16
Licensing Manual changes over last 12 months.....	16
Appendix .....	17
Definition of Regions.....	17

---

## Document Purpose and Resources

This Licensing Manual provides supporting information for customers with a Microsoft Products and Services Agreement (MPSA) about the account structure, ordering processes, pricing, Software Assurance and Software Assurance Benefits and other terms. All capitalized terms used but not defined in this Licensing Manual will have the same meanings provided in the MPSA.

A general overview of the MPSA can be found in the licensing guide at <http://www.microsoft.com/licensing/mpsa/>.

For the latest version of this document and details on use rights and the Product Terms please see <http://www.microsoft.com/licensing/contracts>.

---

## Section 1

### How the Microsoft Products and Services Agreement works

#### Account structure

With the Microsoft Products and Services Agreement, you have the flexibility to set up the desired buying structure you want for Volume Licensing purchases with Purchasing Accounts. A Purchasing Account is defined as any unit within your organization that you want to enable to purchase both Software and Online Services. Your Purchasing Accounts are associated with your organization's MPSA, through your defined legal entity on the Purchasing Account registration form.

There are three types of Purchasing Accounts supported for different Customer types: Commercial, Government, and Academic.

The flexible Purchasing Account structure empowers you to define and redefine your organization's purchasing configuration based on your business needs. These accounts can be established at the organization level, affiliate level, department level, or even for just a subset of personnel.

The first step is to decide how you want your organization to purchase Products. This will help guide the structure that is established for your Volume Licensing transaction purchases.

For instance, if you want to centrally manage purchases, you could register one Purchasing Account:



Alternatively, if you want to have a more decentralized approach, you can register multiple Purchasing Accounts and you can also have different Purchasing Account types through a single MPSA:



#### Purchasing Account anniversary month

When registering each Purchasing Account, you may choose a specific month in which to align purchases that have subscription terms, in order to provide a single and consistent anniversary for renewals. For example, if one of your accounts were to choose January as its anniversary month, any Online Services purchase made under the account will align to that month, resulting in renewals for Online Services taking place in January of each year. This designation can be changed later as needed for your organization through your customer portal.

For Government and Academic Purchasing Accounts, it is possible to specify an end date for purchases. When this option is selected, subscription terms will not extend beyond this date. It is possible to extend this date, if needed.

#### The Agreement Administrator

Each MPSA must be signed by a legal entity that is the "Customer." The Customer will designate one Purchasing Account as an Agreement Administrator. Other Purchasing Accounts may be added and associated with the Agreement Administrator. This gives the Agreement Administrator a consolidated view across all assets within the organization and a convenient single source for managing all Purchasing Accounts. The Agreement Administrator account:

- 
- ▶ Is provided a full asset view across all Purchasing Accounts.
  - ▶ Is notified when a Purchasing Account is associated to your MPSA.
  - ▶ Has the right to terminate the association of any Purchasing Accounts to the MPSA.
  - ▶ Has the right to terminate the MPSA itself.
  - ▶ Cannot order for other Purchasing Accounts or manage their assets.

The Customer (legal entity) of the Agreement Administrator is used for the Affiliate definition of the MPSA.

## Partners

Purchasing Accounts place orders under the MPSA through Licensing Solution Partners (LSPs). Each Purchasing Account may choose a particular LSP who will work with you to register Purchasing Accounts and create the agreement electronically with electronic signing<sup>1</sup>. You can add LSPs to your account(s) over time as needed for transactional purchasing. For more information regarding worldwide Partners in your location, please refer to <http://pinpoint.microsoft.com>.

## Direct Sales

Certain Microsoft sales professionals are authorized to offer Products through the MPSA and may work with you to register Purchasing Accounts.

## Agreement structure

To best suit your organizational structure, the terms and conditions of your MPSA are constructed using the following sections:

- ▶ General Terms – applicable to all Customer types worldwide
- ▶ Professional Services Terms – terms & conditions for Microsoft’s consulting and support services worldwide
- ▶ Purchasing Account Type Terms – when registering a Government or Academic Purchasing Account, these cover those specific Customer type terms & conditions
- ▶ Purchasing Account Type Country Terms – for Government and Academic Customers in certain countries or regions, there are additional terms & conditions that apply

To qualify for a Government or Academic Purchasing Account, an organization must meet the relevant eligibility requirements found at <http://www.microsoftvolumelicensing.com/contracts>.

## Transactional Purchasing

### Products

You can order most of Microsoft’s Software Products and Online Services through an MPSA. For a full list of Products available through the MPSA please refer to the Product Terms at <http://www.microsoft.com/licensing/contracts>.

### Access to downloads and account information

Depending on your location, you will have access to either the Microsoft Business Center or Microsoft Volume Licensing Center (MVLC) as your customer portal to download Software, access Product keys, view your licenses & services portfolio and provision Online Services. You can access your customer portal at <https://licensing.microsoft.com/customer/>.

### Price Levels

You must achieve a minimum of 500 points per pool annually to qualify for purchasing products in that pool. Alternatively, you may qualify by purchasing at least 250 points for Online Services in that pool, or by associating an active qualifying contract (Enterprise Enrollment, Enterprise Subscription Enrollment, or Select Plus Agreement) with the MPSA. You may use a different qualifying contract for each pool. However, you must be an Affiliate with and have approval from the Customer that entered into the qualifying contract to associate it with the MPSA. You may also use Microsoft Azure Services without meeting the minimum point requirement.

---

<sup>1</sup> Physical signature of electronically created agreements is supported as needed.

Commercial Purchasing Accounts have four price levels available by Product pools as defined below. For Commercial Purchasing Accounts the points for each price level are listed in the following table.

Price Level – Commercial	Annual Point Minimums Per Pools
A	500 or 250 for OLS Only
B	4,000
C	10,000
D	25,000

By default, the initial price level upon signing is level A. Your organization will automatically move to a more favorable price level whenever one of these events occurs:

- ▶ You place an order that has enough points to take you to the next price level.
- ▶ You associate an active qualifying contract that has a more favorable product pool price level than the corresponding pool in the MPSA.

Government and Academic Purchasing Accounts each have a single price level reflecting the most beneficial pricing that Microsoft can offer to those Customer types through the MPSA. For Government, this is equivalent to Level D commercial price level.

## Points

Microsoft categorizes Products into three distinct Product pools with tiered price levels: Applications, Systems, and Servers. The price level for each pool is based on points that you earn against purchases in these pools. Points are counted cumulatively across your Purchasing Accounts of the same type (e.g. Commercial).

- ▶ Applications. Examples of application products include Microsoft Office Professional, Microsoft Lync client, and Office 365.
- ▶ Systems. An example of a system product is Windows operating system upgrades such as Windows Enterprise.
- ▶ Servers. Examples of server products include Microsoft Exchange Server, Microsoft SQL Server database Software, Intune and associated Client Access Licenses (CALs).

Example:

Applications Pool	Points	Systems Pool	Points	Servers Pool	Points
Office Professional	2	Windows Enterprise Upgrade LTSB	10	Windows Server Standard Edition	15
O365 K1/E1/E3/E4	1			Microsoft Intune	1

For more information, including a full Product point list for licenses, visit <http://www.microsoft.com/licensing/contracts>.

## Price level adjustments

You will attain the next price level for a pool as soon as your organization meets the corresponding annual minimum point count. The order that qualifies you for the next discount threshold level (e.g., Level A to Level B) receives the discount associated with that next level. Price levels for each Product pool are reviewed every year in the agreement compliance anniversary month established using the month your MPSA is activated. Any points that you have earned in a given year that are in excess of the current price level but below the next price level will be carried over to the next year to be counted toward that year's compliance.

If at the agreement compliance anniversary month your accumulated points are below the minimum point count in a Product pool, your organization's price level is lowered one level (e.g., moving from Level C to Level B) for that pool the following year and no points will be carried over to the next year. Your price level can only descend a maximum of one level each year. If you are unable to meet the minimum to qualify for ordering Products in a pool, you will be unable to place orders for Products in that pool until a single order is placed which meets that minimum qualification.

If you have an active qualifying contract associated with your MPSA that has a more favorable Product pool price level than the corresponding pool in the MPSA, that more favorable Product pool price level will be used for orders in the MPSA.

## Order Mechanics

Orders for Products Microsoft makes available through the MPSA may be placed with your chosen Licensing Solution Partner(s) or Microsoft sales professional. The price and payment terms for all orders placed through a Partner will be determined by the agreement between you and your Partner. When placing orders, you must specify all countries in which your organization will use the Products.

---

At time of each order for Software Assurance or Software subscription licenses, you may choose if the term for these subscriptions expires on the day before your Purchasing Account's third anniversary or on the last day of 36 full calendar months. These subscriptions may be billed either with full payment at time of order or in advance annual installments, billed annually on the Purchasing Account anniversary or anniversary of the order.

At time of each order for an initial or a renewal term for Online Services or Package subscriptions, you may choose if the term for these subscriptions expires the day before your Purchasing Account's next, second, or third Purchasing Account's anniversary, or on the last day of 12, 24, or 36 full calendar months. Additional orders for a subscription of that Product during this term, on the same Purchasing Account, will automatically align to the same end date. Microsoft may make only some options for the initial or renewal length of a subscription term available, depending on the Product selected.

Orders for Online Services or Package subscriptions may be billed either with full payment at time of ordering or in advance annual installments, on the Purchasing Account anniversary or anniversary of the order. Pricing for additional orders of a subscription will be the same as the initial order of the subscription, unless there is a promotion available at time of ordering that is more favorable. If the subscription term was greater than one year, additional orders will receive the better of the current price at the time of the additional order or the price of the initial order, whichever is most favorable. Prices are reset upon renewal of the subscription term.

In addition to the above options, you may order some Online Services as a short-term subscription. Short-term subscriptions can be between one and eleven months with no automatic alignment to existing subscriptions for the same Product. Pricing for orders of short-term subscriptions is different from pricing for other term options and is set at time of ordering.

Other billing and alignment options for orders through your MPSA may be made available in the future.

After Microsoft has accepted your Purchasing Account's registration, you may use any Product as if licensed under the terms of the MPSA, provided you submit an order in the same calendar month in which the Product is first used, for a sufficient number of licenses to cover your use of the Product. For additional quantities of a licensed Product, you must submit an order in the month those quantities are first used. For Online Services subscriptions that require a reconciliation order, you can find reporting about those quantities through your customer portal or with help from your Partner or Microsoft sales professional.

Microsoft may change the Products available through the MPSA and may refuse to accept an order if it has a business reason to do so.

Information about orders received and processed by Microsoft are available from your Partner or in your customer portal at <https://licensing.microsoft.com/customer>. Once registered, the Purchasing Account contact will be provided access to your customer portal, and your designated Agreement Administrator account will have access to information across all Purchasing Account(s).

## Section 2

### Online Services Benefits

If you purchase Online Services, you may also be eligible for Online Services Benefits. For example, for Office 365, you are entitled to the E-Learning benefit. Details of what benefits are available for Online Services are captured in the Product Entry in the Product Terms and through your customer portal after purchase. For a list of Software Assurance Benefits see below.

### Software Assurance & Benefits

Microsoft Software Assurance for Volume Licensing (SA) is a range of tools and resources to help you with deployment and management of Microsoft Products. Software Assurance you purchase under the MPSA is subject to the terms of this Licensing Manual and is not governed by the Appendix B - Software Assurance section of the Product Terms. Note if you are familiar with the calculation and eligibility rules for SA Benefits in Select Plus, these rules remain consistent with the MPSA except for 24X7 Problem Resolution Support and Training Vouchers as detailed below.

#### Purchasing Software Assurance

You can purchase Software Assurance (SA) through the MPSA as follows:

- ▶ Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Server), referred to as Software Assurance Membership (SAM).
- ▶ Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA.

As an exception to the general rule, customers may have the option to acquire SA for certain licenses purchased from the Retail channel (Full Packaged Product) or from an Original Equipment Manufacturer (OEM) in the Systems and Server Pools in the MPSA within 90 days from the date of purchase. In the Application Pool, no Full Package Products (including Product Key Cards) are eligible for this exception, and only Microsoft Office Professional 2016 acquired from an OEM may acquire SA for Microsoft Office Standard within 90 days from the date of purchase.

### Renewing Software Assurance

You may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired.

### Renewing Coverage from a Separate Agreement

You may renew SA for any Product if you have obtained a perpetual license and SA for that Product under a previous agreement and:

- ▶ the renewing SA coverage start date is no later than the day following the date of expiration of the previous SA expiration,
- ▶ the SA renewal order is placed prior to the expiration of prior SA coverage.

### Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs: When renewing SA for CALs you can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE client MLs: When renewing SA for client MLs you can switch between User and OSE.

### Software Assurance Benefits

Software Assurance benefits vary by Product and Product pool. Your access and rights to use your SA benefits generally expires upon expiration of their SA coverage, unless otherwise noted below. Most SA benefits are granted at the beginning of the coverage period. Any changes occurring during the coverage period (e.g. additional purchases, or returns) may result in a change in benefit eligibility. Any exceptions to the above rules are noted in the individual benefit sections below. The benefits are subject to change and may be discontinued at any time without notice. SA benefits are allocated through the MPSA by Purchasing Account.

Active SA for any qualifying product through the MPSA, regardless of the Product version you are actually using, qualifies for the benefits shown in the table below. See the Software Assurance section for each product for product-specific benefits such as Microsoft Desktop Optimization Pack and Windows Thin PC. Qualifying products are identified in each product section of the Product Terms. Some benefits require SA Membership; SA Membership for the applicable Product pool qualifies for those benefits.

## MPSA Software Assurance Benefits Availability

Unless otherwise noted below, SA Benefits may be accessed via your customer portal.

SA Benefits	Applications Pool	Systems Pool	Server Pool
<a href="#">Planning Services</a>	✓		✓
<a href="#">Training Vouchers</a>	✓	✓	
<a href="#">24x7 Problem Resolution Support</a>	✓	✓	✓
<a href="#">New Version Rights</a>	✓	✓	✓
<a href="#">Office Multi Language Pack</a>	✓		
<a href="#">E-Learning</a>	✓	✓	✓
<a href="#">Home Use Program</a>	✓		
<a href="#">Enterprise Source Licensing Program</a>		✓ <sup>1</sup>	
<a href="#">Back-up for Disaster Recovery</a>			✓
<a href="#">License Mobility through SA</a>			✓
<a href="#">Extended HotFix Support</a>	✓	✓	✓

✓ means SA Membership, acquisition of SA for qualifying products or SA spend on qualifying products within that pool would qualify for that benefit. Generally, subscriptions that include software components comprised of versioned software will include new version rights for those components.

<sup>1</sup>Not an SA benefit for Windows Embedded Products.



## Points Based Benefits

### Calculating Software Assurance Benefits Points for the MPSA

With the MPSA, entitlements are calculated on a points-based system for the following benefits:

- ▶ Planning Services
- ▶ Training Vouchers
- ▶ 24x7 Problem Resolution Support (Phone)

Software Assurance Benefits points are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Refer to the 'SA Benefits available through the MPSA by Pool' table above for details regarding which pools will earn points for each SA Benefit. Points cannot be combined across Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Products	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Systems Pool Products, Microsoft Dynamics CRM CAL <sup>1</sup>	1
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2011, Microsoft Dynamics CRM Server 2013, Microsoft Dynamics CRM Server 2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional with MSDN, and Visual Studio Test Professional with MSDN	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition, and Visual Studio Premium with MSDN	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Data Center edition, System Center 2012 Datacenter Server Management License (2-processor), and Visual Studio Ultimate with MSDN	75

<sup>1</sup> Microsoft Dynamics CRM Professional CAL counts as two (2) points

\* Core CAL Suite and SQL CAL SA coverage counts as one (1) point, Enterprise CAL Suite SA coverage counts as two (2) points

### Planning Services

If you have elected for Software Assurance Membership (SAM) in the Application and/or Server Pools you are eligible for this benefit. The Planning Services benefit provides you with pre-determined service offerings as described at

<http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx>. The list of available services and associated service levels may change at any time. Planning Services Partners (found here

<http://directory.partners.extranet.microsoft.com/psbproviders>) will provide you with an outline of the available Scope of Work for each of the above service offerings upon request. You may choose one or more of the available offerings and may select from available service levels up to the number of Planning Services days they have available.

When you qualify you receive a number of Planning Services days based on the number of qualifying Office Application licenses, qualifying Server licenses and the number of Core CAL suites, SQL CAL and Enterprise CAL suites for which SA is acquired. The number of days you receive for the available Planning Services offerings are combined into a pool of Planning Services days for each Purchasing Account.

The number of Planning Services Days to which you are entitled is based on the total calculated points earned through your Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points for the MPSA' section of this document for details of how SA Benefits points are calculated):

Office Applications and/or Server Points with SAM	Planning Services Days
200-499	1
500-1,999	3
2,000-3,999	5
4,000 – 29,999	10
30,000 – 49,999	15
50,000 – 99,999	20
100,000 – 199,999	30
200,000 – 399,999	40
400,000 – 599,999	50

Office Applications and/or Server Points with SAM	Planning Services Days
600,000 +	75

CAL Suites Points with SAM	Planning Services Days
200-3,999	1
4,000 – 9,999	3
10,000 – 99,999	5
100,000 – 299,999	7
300,000 – 599,999	10
600,000 +	12

Academic Purchasing Accounts are not eligible for Planning Services.

### Using Planning Services days

- ▶ The list of Microsoft Planning Services Partners is found here: <http://directory.partners.extranet.microsoft.com/psbproviders>
- ▶ Planning Services may be delivered by qualified Microsoft Partners or Microsoft Consulting Services. Local "Terms of Usage" established by the Planning Services Partner apply. Services provided under vouchers are provided under an agreement between you and the Planning Services Partner; Microsoft is not responsible for any work or failure on the part of the Planning Services Partner related to the services.
- ▶ Planning Services engagements provide consulting that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- ▶ Planning Services vouchers can only be redeemed by the Customer who qualified for the benefit.
- ▶ Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- ▶ You may purchase additional services beyond the scope of the work (as defined by the voucher type and service level) from your Planning Services Partner outside of this program.
- ▶ Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower your Planning Services entitlement days.
- ▶ Vouchers may not be stacked or combined. The company should provide one voucher for one engagement at the available number of days.
- ▶ Vouchers are only valid with Planning Services Partner for the specific service type for which the voucher is being redeemed. The voucher can be used with any Planning Services Partner worldwide. Participation may vary. The Planning Services Partner may cancel a service according to the local cancellation policy.
- ▶ Vouchers must be assigned during the SA coverage period.
- ▶ Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days.
- ▶ By accepting a Planning Services engagement, you acknowledge that you will receive a survey upon completion of the engagement for quality assurance purposes.
- ▶ The tables above show Planning Services days available based on a full 3-year purchase under a Purchasing Account. If SA coverage is for less than 3 years, the number of Planning Services days you are entitled to will be prorated accordingly.

Completed deliverables submitted by the Planning Services Partner at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared your Microsoft account team for that purpose.

### Training Vouchers

If you have elected for Software Assurance Membership (SAM) in the Applications or Systems pools, you are eligible for Microsoft Training Vouchers. These vouchers entitle you to receive courses from a Microsoft Partner with a Learning Competency (Microsoft Learning Partner) for a specific number of training days.

The number of Training Voucher days to which you are entitled is based on the total calculated points earned through your Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points for the MPSA' section of this document for details of how SA Benefits points are calculated):

Points with SAM	Application Pool products Voucher Days	Systems Pool products Voucher Days
50 – 99	2	1
100 – 149	4	2
150 – 199	6	3
200 – 249	8	4
250 – 2,399	20	10
2,400 – 5,999	30	15
6,000 – 14,999	50	25
15,000 – 29,999	110	55
30,000 – 49,999	160	80
50,000 – 99,999	250	125
100,000 – 199,999	400	200
200,000 – 399,999	600	300
400,000 – 599,999	800	400
600,000 +	1,400	700

Academic Purchasing Accounts are not eligible for Training Vouchers.

#### Using Training Voucher days

- ▶ Not all courses are available in all languages.
- ▶ Local policies and Terms of Usage established by the Microsoft Learning Partner apply.
- ▶ Benefit Managers have the ability to revoke a voucher in assigned status up to the class cancellation date established by the Microsoft Learning Partner.
- ▶ Any course days not covered by the voucher will need to be paid by the person who receives the training.
- ▶ Any voucher days in excess of the amount of days applied to a particular class will be returned to the pool of days available to be re-assigned by the Benefit Managers.
- ▶ Courses delivered in an accelerated format require voucher days equivalent to the number of course days for the normal course delivery.
- ▶ The voucher is only redeemable for days of instructor-led training with qualified Microsoft Learning Partners on approved courses. Custom courses (other than accelerated delivery of approved courses or custom courses compiled solely from approved courses) are not eligible for coverage by these vouchers. For information regarding approved courses, please visit <http://www.microsoft.com/learning/sa/training.mspx>.
- ▶ Vouchers cannot be used to cover any fees related to not showing up for a reserved course. All fees related to “No Shows” are your responsibility.
- ▶ Vouchers may only be redeemed by the individual approved by your organization to use the voucher.
- ▶ Vouchers may not be exchanged for cash, monies or other valuable considerations.
- ▶ Vouchers must be assigned during the SA coverage period.
- ▶ Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (training delivered and voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- ▶ With the exception of Demonstration Sessions, one Training Voucher day is equal to the equivalent of one training session day. For Demonstration Sessions, one Training Voucher day is equal to one Demonstration Session.
- ▶ You must redeem Training Vouchers for Demonstration Sessions sets of four or more
- ▶ Training Vouchers redeemed for Demonstration Sessions, unlike Training Vouchers redeemed for other training sessions, are not limited to a single individual.
- ▶ Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- ▶ The Microsoft Learning Partner reserves the right to cancel a class according to local cancellation policy.
- ▶ Vouchers are valid only with participating Microsoft Learning Partners. They can be used with any qualified Microsoft Learning Partner worldwide.
- ▶ You must provide the Microsoft Learning Partner with the voucher information they would like to apply towards the course prior to the end of the course in order to use the voucher as payment for the course.
- ▶ Microsoft is not responsible for lost, stolen, misplaced or misused vouchers.

- ▶ Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower your Training Vouchers service level eligibility.
- ▶ Vouchers can be redeemed by only the organization that qualifies for the benefit.
- ▶ Services provided under vouchers are provided under an agreement between you and the Planning Services Partner; Microsoft is not responsible for any work or failure on the part of the Planning Services Partner related to the services
- ▶ The table above shows training days available based on a full 3-year purchase under a Purchasing Account. If SA coverage is for less than 3 years, the number of Training Days you are entitled to will be prorated accordingly.

## 24x7 Problem Resolution Support

If you have SA coverage your purchases are eligible for 24x7 Problem Resolution Support. 24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Microsoft will make reasonable efforts to assist you with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and at times may refer you to an additional service level agreement which may require an additional charge.

Microsoft can add support for new Products or discontinue support for existing Products. There may be cases where your organizations implementation of Microsoft products cannot be effectively supported. As part of providing the support services, Microsoft will notify you if Microsoft reaches that conclusion. If your organization does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation, however Microsoft will continue to provide support for other supportable implementations covered by these term and conditions.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, we may provide you with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address your specific problems and are not regression tested. Except as otherwise provided herein, Hotfixes may not be distributed to unaffiliated third parties without Microsoft's written consent.

Products available through Volume Licensing and that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Product eligibility for phone support is tied to availability of SA offering for that Product. Where no SA option is available for the server but for the CALs, points for their CALs count for incidents to be used for other eligible Products as stated below in section Phone Support Incidents. Refer to the specific section for that Product in the Product Terms to consult the service and support policy. Prior versions of Products that are currently in Mainstream Support that you choose to use in lieu of the current licensed version are also eligible. Developer Edition of all servers, HED products, and MSDN Subscriptions are excluded.

24x7 Problem Resolution Support entitles you with a number of incidents and contacts to initiate such incidents as described below. Support can be initiated through submitting incidents either electronically via the Web or by Phone. Different provisions apply to each type of medium.

Academic Purchasing Accounts are not eligible for 24x7 Problem Resolution Support.

### Phone Support Incidents

The number of permitted phone support incidents varies based upon your SA benefits points earned. If you have SA coverage on at least one qualifying Server software Product you are entitled to a complimentary incident. The number of phone support incidents to which you are entitled is based on the total calculated points earned through your Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points for the MPSA' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of your SA coverage, regardless of whether or not you have chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents

awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

### Web-based Incidents

Any purchases with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Refer to Business Hour Variations by Region in above section 'Phone Support Incidents'.

Incidents initiated via Phone will count against the available phone incident balance upon resolution. Incidents initiated via the Web are on an as-needed basis and will be conducted via the Web, email, and other electronic means. Incidents initiated via the Web then converted to phone resolution by you will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. You may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA. Web Support incidents are not transferable across licenses. Please consult the Product Use Rights for further details on assigning or reassigning licenses to physical servers.

### Support Contacts

The number of permitted support contacts by Purchasing Account is as shown below. Contacts must be named individuals and can include individuals from outside your organization. However, an organization, department or group name may not be listed as a contact.

Benefits	Per Purchasing Account
# of Problem Resolution Phone Support Contacts	As Needed
# of Authorized Web Support Contacts	4

### Service Level for Software Assurance Customers

Requests for support may be submitted via telephone or electronically your organizations designated contacts, except for Severity A and B which must be submitted via telephone as set forth below. You are responsible for setting the initial severity level in consultation with us and can request a change in severity level at any time. Estimated response times by severity level and your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
A. Submission via phone	Critical business impact: Your business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources on site as required. Continuous effort on a 24x7 basis Notification of Senior Managers at Microsoft based on support offering	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>2</sup> Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Your business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1st call response in 4 hours or less based on support offering Effort during Business Hours <sup>1</sup> only	Allocation of appropriate resources to sustain Business Hours <sup>1</sup> continuous effort Access and response from change control authority within 4 Business Hours <sup>1</sup>
C. Submission	Minimum business impact:	1st response in one business day or less based on support offering	Accurate contact information on case owner

Severity	Situation	Our Expected Response	Your Expected Response
via phone or web	Your business is substantially functioning with minor or no impediments of services.	Effort during Business Hours <sup>1</sup> only	Responsive within one business day.

<sup>1</sup> Contact Microsoft representative for local business hours.

<sup>2</sup> We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by us, such as performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of their software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

This support benefit is tied to SA investment, not to version.

## Qualifying Product Benefits

### New Version Rights

New Version Rights means, for any underlying licensed Product for which SA coverage is ordered, the right to upgrade to, and run in place of the underlying licensed Product, the latest version of that Product made available during the covered period. Use of the new version is subject to the license terms for that version. When you acquire perpetual licenses through SA you can deploy the upgrades after their coverage has expired.

### E-Learning

If you purchase a Product that offers e-learning you will become eligible to receive one access code per applicable pool (Applications, Systems, and Server pools), and per Purchasing Account. You may also download SCORM-compliant, content-only E-learning files (for select Applications and Systems) from your customer portal to import into your Learning Management System (LMS). There is no access code necessary to download files from your customer portal.

The maximum number of users for which you may use the E-Learning training is equal to the number of licensed copies with Software Assurance you have of the corresponding products that offer e-learning. You must designate one user for each license. Access cannot be transferred from one user to another.

When eligible you may purchase E-learning kits at a regional fulfillment center if the online option is not sufficient. Your deployment and use of the E-Learning courses are subject to the terms and conditions of the license.

When you have SA for qualifying Application or System Products you are eligible to use hosted E-Learning courses, and SCORM-compliant content. When you have qualifying Server Products you are eligible to use hosted E-Learning Server courses but not SCORM-compliant content.

### Home Use Program

When you have active SA coverage for qualifying desktop applications Products you are eligible to participate in the Home Use Program, which permits your employees, who are users of the licensed qualifying applications to acquire a single license for the corresponding Home Use Program software, to be installed on up to two devices (either 2 PCs or 2 Macs, specific to the software that is purchased), for each license of the applicable desktop application you acquire. Provided your employees first obtain the appropriate Home Use Program product keys from Microsoft, you may allow their employees to install the corresponding Home Use Program software, acquired by you under the MPSA, on employees' home computers and portable devices at your organizations' premises. If a new version is released during the qualified period of use, the primary users can acquire the latest version, to replace their current installed version. The desktop applications that qualify for participation in the Home Use Program and those that are available in the Home Use Program are identified in the table below.

Microsoft may terminate your participation in the Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Home Use Program website in connection with your program code.

Home Use Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the software, or upon the employee's installation and use of any prior or later version of that desktop application pursuant to a Home Use Program license.

The terms of use for the Home Use Program software are between Microsoft and your employee and are accessed through the Home Use Program website. These terms may vary from the rights provided under the MPSA. You must limit access to the Home Use Program to employees and inform employees of when they should discontinue use of the Home Use Program software in conjunction with a lapse in SA coverage or employment termination.

Participation in this program may have tax implications for your organization and your employees. Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either your organization or its employees may have.

Additional terms that apply for employees in New Zealand are set out below:

- ▶ You must not require any payment or consideration from employees in connection with HUP, or do or omit to do, anything that would result in an increase of the total cost of any HUP benefit to any employee in New Zealand beyond any amount charged by Microsoft.
- ▶ You must indemnify and keep Microsoft and its affiliates indemnified and hold Microsoft and its affiliates free and harmless from any costs, expenses, losses or damages incurred by Microsoft or its affiliates as a result of your organizations' failure to comply with the obligations contained in this section.

The desktop applications that qualify for participation and are available in the Home Use Program are identified here:

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013 Office Professional Plus 2010/2013 Office for Mac Standard 2011/Office 2016 for Mac Standard	Office Professional Plus 2013 HUP, or Office 2016 for Mac Home & Business with Lync DL HUP
Access 2010/2013 Excel 2010/2013 PowerPoint 2010/2013 InfoPath 2010/2013 <b>Lync 2010/2013</b> OneNote 2010/2013 Outlook 2010/2013 Publisher 2010/2013 Skype for Business 2015 Word 2010/2013	Office Professional Plus 2013 HUP, or Office 2016 for Mac Home & Business with Lync DL HUP
Visio Standard 2010/2013 Visio Professional 2010/2013	Visio Professional 2013 HUP
Project Standard 2010/2013 Project Professional 2010/2013	Project Professional 2013 HUP

For more information, including information on the future availability of additional Home Use Program software, please refer to <http://www.microsoft.com/licensing>.

### Enterprise Source Licensing Program

When your Purchasing Account has 10,000 or more licenses with SA coverage in the systems pool you may be eligible to participate in the Enterprise Source Licensing Program (ESLP), which provides access to Microsoft Windows source code for internal development and support and is granted per Purchasing Account. For additional details on eligibility and country availability see <http://www.microsoft.com/en-us/sharedsource/enterprise-source-licensing-program.aspx>.

### Back-up for Disaster Recovery

If you have SA for Server products and related CALs you are eligible for complimentary Server licenses for those products for disaster recovery purposes. Also refer to <http://www.microsoft.com/licensing/software-assurance/by-benefits.aspx#tab=4>.

---

## License Mobility through Software Assurance

License Mobility through SA lets you move certain on-premises licenses covered by SA to third party shared servers. All Products that are currently eligible for "License Mobility within Server Farms" as defined in the PUR and covered by SA are eligible for License Mobility through SA. In addition, the following Products are also eligible for License Mobility through SA:

- ▶ System Center – all Server Management Licenses (MLs), including SMSE and SMSD with SA, and System Center 2012 Standard and Datacenter with SA.
  
- ▶ To use License Mobility through SA, you must:
  - Maintain SA coverage for the licenses under which they run software or manage operating system environments on shared third party servers as well as all of the corresponding CALs, External Connector licenses and management licenses;
  - Deploy your licenses only with qualified License Mobility through Software Assurance Partners (see <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>)
  - Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on partners' shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.

## Extended Hotfix Support

Extended Hotfix Support is available if you have signed a Premier Support agreement and have purchased SA.

- ▶ If you have Software Assurance Membership coverage for Applications Pool you qualify for Extended Hotfix Support for Application pool products.
- ▶ If you have Software Assurance Membership coverage for Systems pool you qualify for Extended Hotfix Support for Windows desktop operating system and/or Windows Embedded operating system (with Software Assurance Membership coverage on a Windows Embedded product).
- ▶ If you have SA on at least one server product you qualify for Extended Hotfix Support for Server products. The following server products are covered:
  - Microsoft Exchange Server, Microsoft SQL Server, System Center 2012, and Windows Server.

Extended Hotfix Support is a benefit for older software versions that have transitioned from Mainstream to Extended Support. The annual fees normally charged as part of an Extended Support contract are now waived if you are eligible for this SA benefit. You are still responsible for the fees for individual Hotfixes. When eligible for this benefit you do not need to sign-up within a 90 day period of a product's transition to Extended Support. Also refer to <http://www.microsoft.com/licensing/software-assurance/by-benefits.aspx#tab=4>.

Academic Purchasing Accounts are not eligible for Extended Hotfix Support.

## Section 3

### Making copies of Products and re-imaging rights

Your registered Purchasing Accounts may make as many copies of Products as it needs to distribute them within your organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft-approved fulfillment source. Purchasing Accounts may use a third party to make these copies; however, you and your accounts remain responsible for any third party's actions.

In certain cases, re-imaging is permitted using the Product media. If a Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided through the MPSA may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- ▶ Separate licenses must be acquired from the separate source for each Product that is re-imaged.



- 
- ▶ The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
  - ▶ Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full license) re-imaged must be identical to the Product type licensed from the separate source.
  - ▶ Purchasing Account must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.
  - ▶ Re-imaged Products remain subject to the terms and use rights of the license acquired from the separate source.

### Copies for training/evaluation and backup

For all Products other than Online Services, each Purchasing Account may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for backup or archival purposes for each of its distinct geographic locations.

### License Transfer Process

You must notify Microsoft of a license transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts>, and sending the completed form to Microsoft before the license transfer. No license transfer will be valid unless you provide to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section.

### Verifying Compliance Process and Limitations

Microsoft will notify you at least 30 days in advance of its intent to verify your compliance with the license terms for the Products you and your Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with your operations.

### Divestitures

If you intend to transfer more than ten percent of your licenses in connection with a divestiture of an Affiliate, an operating division, or any of your Affiliate's operating divisions, Microsoft will work with you in good faith to enable the transfer.

### Natural Disaster

In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

## Section 4

### Licensing Manual changes over last 12 months

- ▶ March 2016 updated to reflect new Customer portal in some locations ("Business Center"), the support of full year durations for subscriptions, the addition of short-term subscription option for some products, and clarified language based on Customer feedback – such as in SA & Benefits section.
- ▶ August 2015 updated to reflect additional Azure Services, Online Services, and Package purchasing options and to refer and align to the Product Terms document. Beginning July 1, 2015, the Product Terms replaced both the Product List and the Product Use Rights (PUR) documents.
- ▶ May 2015 added information related to verifying compliance process, divestiture license transfers, and SA attach to OEM/FPP.

---

# Appendix

## Definition of Regions

This list below presents the countries, regions or territories that are part of the Microsoft definition of the EMEA region (Europe, Middle East and Africa), which may be referenced in some Purchasing Account Type Country Terms. Please note, the MPSA may not be available in all countries.

Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo (DRC), Côte d'Ivoire, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Finland, France, French Polynesia, Gabon, Gambia, Georgia, Germany, Ghana, Greece, Guinea, Guinea-Bissau, Holy See (Vatican City), Hungary, Iceland, Iraq, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Romania, Russia, Rwanda, San Marino, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, South Sudan, Spain, Sweden, Switzerland, Syria, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Yemen, Zambia, Zimbabwe.