

# Services Provider Licensing Agreement (SPLA) program guidance

## Program overview

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With the Microsoft Services Provider License Agreement (SPLA), service providers and independent software vendors (ISVs) can license eligible Microsoft products on a monthly basis, during a three year agreement term, to provide software services and applications to end users. The SPLA provides the license rights to host specific Microsoft products as outlined in the [Microsoft Service Provider Use Rights \(SPUR\)](#).

Service providers offer a variety of software services to end users such as access to third party software, platform infrastructure services, business transaction services, web hosting and streaming media services, and line of business (LOB) applications for a specific business purpose, in a particular industry or sector. Service providers offer end users direct or indirect access to products that interact with Microsoft server licensed products offered as software services.

Software services are services that you provide to your end users that make products available and that display, run, access, or otherwise interact with Microsoft products.

Specifically, you are a service provider if you provide the following software services to your end users:

- Your organization provides your end users with direct or indirect access to products such as hosted websites or LOB applications through Microsoft server products.
- Your organization offers your end-users software services that interact with Microsoft products. In this scenario, you, not your end user, are the licensee.
- Your organization facilitates the end user's business, including business transactions with third parties, through software services that interact with Microsoft products.
- Your organization provides your end users with access to and use of any application as a software service, Microsoft or otherwise, and the application is running on a server and interacts with a Microsoft product on that server.
- Your organization offers other service providers platform infrastructure services to use and run any Microsoft or third party application. This, in turn, allows these other service providers to offer Microsoft applications as a software service to their end users through their own SPLA.

## Benefits

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The SPLA program is an excellent opportunity for service providers to offer end users a way to acquire software services and the associated Microsoft products so that the end users don't have to acquire and deploy their own licensed products. In addition, end users can benefit from the flexibility, cost, and management efficiencies of a shared infrastructure. The SPLA program provides a streamlined way for services providers to give their end users access to fully licensed Microsoft products as software services. Because the services provider not the end user is the licensee, the SPLA program reduces the complexity of offering software services and puts licensing and compliance in the hands of the service provider.

With the SPLA, you can:

- **Expand distribution capabilities through Software Services Resellers.** Reach to small and midsize businesses providing software services through other resellers.
- **Use Data Center Providers (DCP\*) for infrastructure capabilities.** Focus on hosting your application solutions and acquire infrastructure as a service (IaaS) from a Data Center Provider.
- **Take advantage of Data Center Outsourcing.** Install Microsoft products on servers under the day-to-day management and control of an outsourcing company (OC\*) to deliver your software services based on your capacity and server management capabilities. The OC can then perform data center administration, testing, and maintenance support services on the end user's behalf.

\*Note: As of October 2025, DCPs and OCs exclude [Listed Providers](#) or any DCP or OC using a Listed Provider as a means of providing services to Service Providers.

## Eligibility

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The SPLA may be appropriate for the following business models and scenarios:

- Application service providers
- Business process outsourcers (BPO)
- Messaging or collaboration service providers
- IT outsourcers that provide business transaction services
- PC rental companies
- Platform infrastructure providers
- Web hosting providers
- Streaming media providers
- ISVs that provide hosted applications
- Web or Internet service providers

## Requirements

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**Enroll in the Microsoft Partner Network.** You must be a member of the Microsoft Partner Network (MPN).

**Designate a cloud services reseller.** Work with a cloud services reseller to complete the SPLA and MBSA. The reseller collects your monthly use report or zero use report and submits it to Microsoft; collects payment for the licenses made available to users during the previous month; and assists you on all aspects of the SPLA program. [Select a SPLA reseller.](#)

**Sign a Microsoft Business and Services Agreement (MBSA) or link to an existing.** Service providers that have an existing MBSA through another Commercial Licensing Agreement should work with their Microsoft account manager and/or cloud services reseller to link the MBSA to their SPLA. Service providers without an existing MBSA are required to sign one the next time they sign a SPLA. If you don't have an MBSA you will be asked to sign one when you sign the SPLA.

**Comply with the Services Provider Use Rights.** The [SPUR](#) specifies use rights and conditions that apply to an end user's use of the products licensed under the SPLA. Microsoft can revise the [SPUR](#) at any time to add enhancements or to add new product versions. The SPUR is updated monthly (as needed).

**Provide monthly reporting on software licenses.** Submit either a monthly use report of at least US\$100 or zero use report (non-consecutive) to your SPLA reseller. You must also report on all licenses that you made available to your end.

**Submit a monthly invoice payment.** You are responsible for submitting your payment to the reseller by the agreed date based on the number of licenses reported in your monthly use report.

**Provide technical support.** You are responsible for providing technical product support for the Microsoft products you deliver to your end users. Abide by copyright guidelines, the use of trademarks, and antipiracy obligations. Service providers who sign a SPLA must abide by the requirements for preventing the piracy of Microsoft licensed products and must comply with trademark and logo use requirements and anti-corruption laws and pass through copyright and similar notices.

**Agree to participate in Microsoft SPLA audits.** Establish and maintain accounting practices that enable Microsoft and/or its designees to review your records and facilities (including the data centers) to verify compliance and conduct on location audits if needed. Do not have undisclosed or unrecorded accounts for any reason.

**Comply with export requirements.** Comply with all applicable export laws, and it is recommended that you obtain legal advice regarding the export laws applicable to your business. See [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

## Licensing models

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Licenses acquired under the SPLA are monthly subscription licenses. Please note that not all products are available in the four license models. For a list of Microsoft products available for each license model, review the [Services Provider Use Rights \(SPUR\)](#) document.

### Per Subscriber

A Subscriber Access License (SAL) is required for each unique individual user or device that is authorized to access or otherwise use the licensed products. When using the SAL option, a separate Server License is not needed.

Examples: Exchange Server, SharePoint Server, Office Desktop Applications, Dynamics 365

### Per Processor

Each Processor License allows use of the software in a single operating system environment (OSE). Some products or functionality may additionally require SALs for users' access.

Examples: Microsoft Dynamics ERP products (for example, NAV, GP)

### Per Core

Core Licenses (CL) allow an unlimited number of users to access the server software installed on the server with a determined number of physical (or virtual<sup>[1]</sup>) cores, generally without separate SALs. Per core includes Per Core (Applications) and Per Core (OS).

Examples: Microsoft SQL Server - Per Core (Applications), Windows Server<sup>[2]</sup> - Per Core (OS)

[1]Per Core (Application) only

[2]Access to certain Windows Server roles additionally requires SALs

## Per Host/Guest

The Host/Guest licensing model requires both host licenses and guest licenses, as well as [SALs](#) for users accessing certain guest software functionality. Host licenses are required for your [Host Fabric](#) on a Per Processor basis. Guest licenses are required for your guest [Virtual OSEs](#) on a Per Instance basis. Review the [Services Provider Use Rights for Cloud Platform Suite](#) for details.

## Agreement terms

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The agreement term is three years. At the end of three years, you can sign a new agreement or let the agreement expire.

You must request a "wind-down period" at least 30 days before your agreement expires. You can only request this if you are not signing new agreements and need to provide software services beyond the end of the agreement to existing agreements. You cannot provide software services to any new end users or extend any existing end user agreements.

You can terminate the agreement with 60 days prior written notice to Microsoft. Within 30 days of your agreement terminating or expiring, you are required to remove all copies of client software from your end users' desktop PCs and ensure that your end users return or destroy all copies of client software.

## Participating in the SPLA

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After successfully enrolling in the SPLA program, the following are the key steps for participation:

- Obtain master copies of the Microsoft products. You can either download the media through the M365 admin center or purchase media fulfillment kits for a minimal cost.
- Provide software services that interact with Microsoft products to your end users. For example, provide your end users with access to hosted websites or LOB applications through Microsoft software products.
- Ensure that your end users have agreed to and are provided the required end user terms and use rights.
- As a SPLA partner, you can be eligible to become an Authorized Mobility Provider. Your organization's name will be added to the list of authorized partners. Visit [License Mobility through Software Assurance](#) or contact your reseller for more information.

# Product availability

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You can access a wide selection of Microsoft products through the SPLA. Refer to the [SPUR](#) to learn how available products are licensed. Some of the top SPLA selling licensed products, ranging from IT solutions to office productivity, include:

- Windows Server
- Microsoft SharePoint Hosting Server
- Microsoft System Center
- Microsoft Office Servers
- Microsoft SQL Server
- Microsoft Office

To install all editions of Microsoft licensed products, you must use the software that you download from the [Microsoft Admin Center](#) or receive from your reseller. Only the software from these methods allow for multiple installs by using a Volume License Product Key.

## Pricing

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To find out the price you are charged for each Microsoft product offered through the SPLA program, please contact your SPLA reseller.

### Academic pricing

Academic pricing on selected products is available when you deploy services to qualified education users. Learn more about the Qualified Educational User.

### Government pricing

SPLA partners have an option to provide eligible government organizations with already established pricing through Framework agreements when providing software services through SPLA in some countries. Learn more about the government eligibility requirements.

### Price changes

Microsoft can decrease the price in the SPLA Reseller's price list at any time. Microsoft can increase the price in the SPLA Reseller's price list only once each calendar year on January 1 and at any time to offset exchange rate fluctuations for prices other than US dollars. If Microsoft increases the price of a particular version of a product after you sign your agreement, you are invoiced by your SPLA Reseller at the price in effect for that particular product at that time. The SPLA reseller has the right to transfer Microsoft price increases to their price lists and to you as a SPLA partner.

# Reporting

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You are required to submit either a monthly use report or zero use report monthly on all licenses that you make available to your end users.

## Monthly use reporting

The monthly use report must include the total number of licenses required for each product that you made available during the preceding calendar month. If the end user generated more than USD \$1,000 per month in revenue to Microsoft, you must include the user's name and address. You do not need to include demonstrations, evaluations, your organization's evaluation and testing of licensed products, or server administration and maintenance on your monthly use reports. In addition, after the first six months from the effective date of your agreement, you must begin to report at least USD 100 per month to keep your active SPLA agreement. If you need to adjust or revise your report and that results in reduced license fees to Microsoft, you must submit the revised monthly use report with a detailed explanation within 60 days from the original invoice date.

## Final monthly use report or zero use report

When your agreement terminates or expires, you must submit a final monthly use report or zero use report within 30 days. The report needs to include the use of licensed products up to the date of your termination or expiration.

You must maintain all reporting records for the products used under the program. In addition, you must be prepared to submit these records if audited.

## Zero use reporting

If your organization did not use any of the licensed products to provide software services to your end users during the previous calendar month, you must submit a zero usage report. You may submit consecutive zero usage reports for the first six months immediately following the signing of your SPLA agreement. It is important to note that after the first six months from the effective date of your agreement, you must begin to report at least US\$100 per month to keep your SPLA agreement active. From usage month seven onward if you submit a zero usage report or less than US\$100 per month your agreement may be terminated.

An authorized representative of your organization must certify that the monthly use report or zero use report is accurate and complete. If you do not submit a report by the due date each month, your organization will not be compliant with the agreement.

If your organization has affiliates and software services resellers, you are responsible for consolidating their license use in your monthly use report or zero use report. Your affiliates and software services resellers do not submit a report.

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