

# **Microsoft Licensing Online Services Use Rights**

**United States English**

**April 2009**

## Microsoft Online Services

Licensing model: One or more of the following license types -- User or device subscription license, services subscription license or add-on subscription license

This section covers the products listed below.

1. Exchange Online Deskless Worker and Standard Editions\*
2. Office Communications Online Standard Edition\*
3. Office Live Communications Server Public Instant Messaging Connectivity\*
4. Office Live Meeting Standard and Professional Editions\*
5. SharePoint Online Deskless Worker and Standard Editions\*

*\*Also refer to section B*

**A. General License Terms. You may access and use the online service as described below.**

**I) Universal Terms.**

**These license terms apply to use of all Microsoft software and online services licensed under Microsoft volume license agreements.**

- a. **Your Use Rights.** If you comply with your volume license agreement, including these online services use rights, you may use the software and online services only as expressly permitted in these online services use rights.
- b. **Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.
- c. **Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- d. **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.
- e. **No Commercial Hosting.** You may not host the products for commercial hosting services.
- f. **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. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.
- g. **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.
- h. **Additional Functionality.** We may provide additional functionality for the software or online services. Other license terms and fees may apply.
- i. **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.
- j. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

**k. 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, 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.

**II) Online Services General License Terms.**

**a) User Subscription Licenses (User SLs) and Device Subscription Licenses (Device SLs).**

- If an online service is listed in the table below, you must acquire and assign User SLs or Device SLs to your users and devices as described in the table. If both User and Device SLs are listed for the online service, you may acquire and assign either type to use the online service.
- A hardware partition or blade is considered to be a separate device.

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
Exchange Online Deskless Worker	<ul style="list-style-type: none"> <li>• Exchange Online Deskless Worker User SL; or</li> <li>• Business Productivity Online Deskless Worker Suite User SL</li> </ul>	Users who access the online service or related software
Exchange Online Standard	<ul style="list-style-type: none"> <li>• Exchange Online Standard User SL, or</li> <li>• Exchange Online Standard User SL for Software Assurance; or</li> <li>• Business Productivity Online Standard Suite User SL, or</li> <li>• Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Office Communications Online Standard	<ul style="list-style-type: none"> <li>• Office Communications Online Standard USL; or</li> <li>• Office Communications Online Standard USL for Software Assurance; or</li> <li>• Business Productivity Online Standard Suite User SL; or</li> <li>• Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Office Live Communications Server Public Instant Messaging Connectivity	<ul style="list-style-type: none"> <li>• Office Live Communications Server Public Instant Messaging Connectivity User SL</li> </ul>	Users who access the instant messaging service providers through the online service or related software
Office Live Meeting	<ul style="list-style-type: none"> <li>• Office Live Meeting Standard</li> </ul>	Users who access the online service.

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
Standard	<ul style="list-style-type: none"> <li>User SL, or</li> <li>Office Live Meeting Professional User SL, or</li> <li>Business Productivity Online Standard Suite User SL, or</li> </ul>	However, you do not need USLs for external users <sup>1</sup> who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist
Office Live Meeting Professional	<ul style="list-style-type: none"> <li>Office Live Meeting Professional User SL, or</li> <li>Office Live Meeting Standard User SL</li> </ul>	Users who access the online service. However, you do not need USLs for external users <sup>1</sup> who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist
SharePoint Online Deskless Worker	<ul style="list-style-type: none"> <li>SharePoint Online Deskless Worker User SL; or</li> <li>Business Productivity Online Deskless Worker Suite User SL</li> </ul>	Users who access the online service or related software
SharePoint Online Standard	<ul style="list-style-type: none"> <li>SharePoint Online Standard User SL, or</li> <li>SharePoint Online Standard User SL for Software Assurance; or</li> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software

<sup>1</sup> "External users" means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' onsite contractors or agents.

- **Reassignment of User and Device SLs.** You may:
  - permanently reassign a User SL from one user to another or your Device SL from one device to another; or
  - temporarily reassign a User SL to a temporary worker while the first user is absent or your Device SL to a loaner device while the first device is out of service.

- b) **Add-on Subscription Licenses (Add-on SLs).** If an online service is listed in the table below, you may acquire Add-on SLs and use that online service as described in the table.

Online Services That Offer Add-on SLs		
Online Service	Add-on SL	When Required...
Exchange Online Standard	<ul style="list-style-type: none"> <li>Exchange Online Extra Storage Add-on SL</li> </ul>	For each one gigabyte of storage in excess of storage provided with User SLs
SharePoint Online Standard	<ul style="list-style-type: none"> <li>SharePoint Online Extra Storage Add-on SL</li> </ul>	For each one gigabyte of storage in excess of storage provided with User SLs

### III) Additional Terms.

- a) **Different Terms for Online Services.** Certain terms in your volume license agreement do not apply to the online service, including the commitment to use rights. You also do not have perpetual rights to use the online service. The differences are as follows.

- **License Terms Updates.** For 12 months after your online service subscription began, the license terms in effect when you obtained your right to use a given online service applies to licenses you acquire during that period. If we are required by law to change the license terms, those new terms will apply immediately. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email about the updates.
- **Online Service Updates.** We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated service, some features may not be available to you and your use of the online service may be interrupted.
- **Online Service Suspension or Cancellation.** We may suspend the online service:
  - if we believe that your use of the online service represents a threat to our network function or integrity;
  - for online service maintenance; or
  - if we are otherwise required by law to do so.

We may cancel the online service:

- if we believe that your use of the online service violates the scope of use terms;
- if we believe you violated your volume license agreement, including these online service use rights and scope of use; or
- if we are otherwise required by law to do so.

If we do suspend or cancel it, your right to use the online service stops right away. After we suspend or cancel the online service, you may not be able to access your data through the online service. To retrieve your data after suspension or cancellation, please see the section Exceptions and Additional Terms for Particular Products, below.

- b) **Term of License.** You may not access or use the online service after your online service subscription license terminates or expires.
- c) **Responsibility for Your Accounts.** You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords

confidential. You must tell us right away about any possible misuse of your accounts or any security breach related to the online service.

- d) Use of Software with the Online Service.** You may use only Microsoft software or authorized third party software to sign into and use the online service.
- **Microsoft Software License Terms.** You may install and use Microsoft software for the online service on your devices only with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
  - **Automatic Updates for Microsoft Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
- e) Use of Other Web Sites and Services.** You may only use Microsoft or authorized third party web sites and services to access and use the online service. The terms of use that come with those sites and services apply to your use of them.
- f) Third Party Content and Services.** We are not responsible for any third party content you access with the online service, if any. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
- g) Your Subscriber Data.** You may be able to submit subscriber data for use in connection with the online service. Except for materials we license to you we do not claim ownership of subscriber data you submit for use with the online service. By submitting subscriber data for use with any online service that enables communication or collaboration with third parties, you agree that certain third parties may have access to the subscriber data and may:
- Use, copy, distribute, display, publish, and modify your content;
  - Publish your name in connection with the subscriber data; and
  - Grant these permissions to other persons.
- For all subscriber data you submit for use with the online service, you must have all rights necessary to submit the subscriber data and grant the permissions in this section.
- h) Scope of Use (Code of Conduct).** You may not:
- use the online service in a way that is against the law;
  - use the online service in a way that could harm it or impair anyone else's use of it;
  - use the online service to try to gain unauthorized access to any service, data, account or network by any means;
  - authorize any third party to access or use the online service on your behalf;
  - use any automated process or service to access or use the online service such as a BOT, a spider or periodic caching of information stored by Microsoft;
  - falsify any email header information (e.g., "spoofing");
  - use the online service to make available any offering designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.); or
  - remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.
- i) Use for Evaluation Purposes.** You may use the online service for a 30 day evaluation period

j) **Use of Subscriber Data.** We will not monitor your use of the online service, nor will we track, view, censor, edit, remove or disclose your subscriber data that are processed or accessed by the online service except, and only to the extent permitted by law, to

- protect the rights or property of Microsoft or its customers, including the enforcement of our agreements or policies governing use of the online services;
- satisfy legal requirements, comply with law or respond to lawful requests or legal process
- protect our rights or the rights of others;
- provide the online service; or
- improve Microsoft products or online services.

**Handling of Subscriber Data.** We will use commercial best efforts to use the measures described in the security overview applicable to the online service to help secure your subscriber data processed or accessed by the online service. You agree that these measures are:

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

See the table below for information on where to find the security overview for the online service.

Online Service	Security Overview
Exchange Online SharePoint Online Office Communications Online Office Live Meeting	<a href="https://admin.microsoftonline.com">https://admin.microsoftonline.com</a>

k) **Electronic Notices.** We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

l) **Privacy.** Personal information collected through the service may be transferred and stored and processed in the United States or any other country in which Microsoft or service providers maintains facilities. By using this service, you consent to transfer of personal information outside of your country. See the online service's privacy statement for more information about how we may collect and use your information.

Online Service	Privacy Statement
Exchange Online Office Communications Online SharePoint Online	<a href="http://go.microsoft.com/fwlink/?LinkId=104970">http://go.microsoft.com/fwlink/?LinkId=104970</a>
Office Live Communications Server Public Instant Messaging Connectivity	<a href="http://go.microsoft.com/fwlink/?LinkId=102301&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=102301&amp;clcid=0x409</a>
Office Live Meeting	<a href="http://go.microsoft.com/fwlink/?LinkID=90654">http://go.microsoft.com/fwlink/?LinkID=90654</a>

## B. Exceptions and Additional Terms for Particular Products.

### For Exchange Online\*, Office Communications Online, Office Live Meeting\*, and SharePoint Online\*:

Online Service Expiration or Termination. Prior to or upon expiration or termination of your online service account, you must notify us through Microsoft Online Support of what you want us to do with your subscriber data. In your notice you must indicate, at your option, that we either:

- a. permanently deactivate your account and then delete the subscriber data; or
- b. hold the data for at least 90 days after expiration or termination so that you may export the subscriber data, returning it to you.

If you indicate (a), you will not be able to export the subscriber data. If you indicate (b), you agree to pay us the related costs of exporting the subscriber data, if any. If you do not notify us of what you want us to do with your subscriber data prior to or upon expiration or termination of your online service account, we will hold it for at least 90 days after such expiration or termination. After that period, unless you renew your right to use the online service, we will permanently deactivate your account and then delete your subscriber data.

No Liability for Deletion of Subscriber Data. You agree that, other than as described above, we have no obligation to continue to hold, export or return your subscriber data. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to the foregoing terms.

USLs for Software Assurance. USLs for Software Assurance may be acquired and assigned to users either

- who have also been assigned a qualifying CAL with active Software Assurance coverage or
- who use a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned.

You may not assign USLs for Software Assurance to more than one user at a time for any given qualifying device CAL. You must maintain active Software Assurance coverage on your qualifying CALs during the term of your USL for Software Assurance. Your right to access the online service or related software under a USL for Software Assurance expires on the earlier of

- the lapse of Software Assurance coverage on your qualifying CAL or
- expiration of your USL for Software Assurance.

A USL for Software Assurance corresponding to a user CAL only may be (and must be) reassigned to another user, when and as the qualifying user CAL is reassigned. A USL for Software Assurance corresponding to a device CAL may be reassigned to another user only when that new user uses a device that is assigned a qualifying device CAL with active Software Assurance coverage.

USLs available for Software Assurance customers and their qualifying CALs are listed in the table below

USL for Software Assurance	Qualifying CAL
Business Productivity Online Standard Suite USL (for Core CAL Suite)	<ul style="list-style-type: none"><li>• Core CAL Suite</li></ul>
Business Productivity Online Standard Suite USL (for Enterprise CAL Suite)	<ul style="list-style-type: none"><li>• Enterprise CAL Suite</li></ul>
Exchange Online Standard USL	<ul style="list-style-type: none"><li>• Exchange Server 2007 Standard CAL, or</li></ul>

USL for Software Assurance	Qualifying CAL
	<ul style="list-style-type: none"> <li>• Core CAL Suite, or</li> <li>• Enterprise CAL Suite</li> </ul>
Office Communications Online Standard USL	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 Standard CAL, or</li> <li>• Enterprise CAL Suite</li> </ul>
Office Live Meeting Standard or Professional USL	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 Enterprise CAL, or</li> <li>• Enterprise CAL Suite</li> </ul>
SharePoint Online Standard USL	<ul style="list-style-type: none"> <li>• Office SharePoint Server 2007 Standard CAL, or</li> <li>• Core CAL Suite, or</li> <li>• Enterprise CAL Suite</li> </ul>

Use for Evaluation Purposes. You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your subscriber data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to the foregoing terms.

Regulatory. We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that

- causes Microsoft to be regulated as a telecommunications provider,
- subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation.

\*See other Exceptions and Additional Terms below.

**For Office Live Communications Server Public Instant Messaging Connectivity:**

Internal Use Only. Only your employees and onsite contractors may access the online service.

Microsoft Office Live Communications Server 2005 (“LCS”) or Microsoft Office Communications Server 2007 (“OCS”) Required. Users of the online service must be licensed to use LCS or OCS, as appropriate.

No Interconnection. You may not use the online service to facilitate communication

- with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or
- between any external instant messaging networks.

PDA or Mobile Phone Access – Limitation on America Online Instant Messenger network. You may not use the online service to pass Instant Messaging and Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

Use for Evaluation Purposes. For Office Live Communications Server Public Instant Messaging Connectivity you may use the online service for a 60-day evaluation period.

**For Office Live Meeting:**

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).

**For SharePoint Online Deskless Worker:**

Deskless Workers may access and view content from designated site collections. Except for InfoPath or browser-based forms within such designated site collections they may not create, save, or edit sites, pages, libraries, lists, list items, or Microsoft Office documents. They may not access or view content on a mobile device.

**C. Service Level Agreements (SLA's).**

Some online services may include performance related SLA's. Terms and conditions for these service SLA's are as follows:

Exchange Online. <http://go.microsoft.com/fwlink/?LinkID=127034>

Office Live Meeting. <http://go.microsoft.com/fwlink/?LinkID=127033>

SharePoint Online. <http://go.microsoft.com/fwlink/?LinkID=127035>

Office Communications Online. <http://go.microsoft.com/fwlink/?LinkId=140815>

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