

Online Services Terms

Volume

Licensing

July 2020

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Introduction

The parties agree that these Online Services Terms govern Customer's use of the Online Services and that the DPA (defined below) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these Online Services Terms govern the provision of Professional Services, including but not limited to the terms in Attachment 1 and terms in the DPA for the processing and security of Professional Services Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in Customer's volume licensing agreement (including the Product Terms or the Online Services Terms), the DPA shall prevail.

Service Level Agreements

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <http://microsoft.com/licensing/contracts>.

Applicable Online Services Terms and Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the Online Services Terms that apply to Customer's use of those new features, supplements or related software.

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

Prior Versions

The Online Services Terms provides terms for Online Services that are currently available. For earlier versions of the Online Services Terms, Customer may refer to <http://go.microsoft.com/?linkid=9840733> or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
GitHub Engineering Direct	

General Terms

Using the Online Services: Added language covering the use of the Online Services in a high risk use scenario.

Online Service Specific Terms

Office 365 Services: Added a new entry for endpoint features of Insider Risk Management and Microsoft Information Protection that includes service-specific privacy terms.

Microsoft 365 Applications: Added terms for device based subscription licensing.

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Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Core Online Services" means those Online Services listed as Core Online Services in Attachment 1.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Professional Services Data.

"Data Protection Addendum" (DPA) means the Microsoft Online Services Data Protection Addendum published at <https://aka.ms/DPA>.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"Licensed Device" means a single physical hardware system, dedicated to Customer's use, to which a license is assigned. Any dedicated device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Product Terms](#) located at <http://go.microsoft.com/?linkid=9839207>. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

Customer Data does not include Professional Services Data.

"Network Server" means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing

Software Management clause of the [Product Terms](http://go.microsoft.com/?linkid=9839207). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

“Online Service” means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

“Operating System Environment” (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

Professional Services Data includes Support Data.

“OST” means these Online Services Terms.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Previews” means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

“Professional Services” means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

“Professional Services Data” means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services. Professional Services Data includes Support Data.

“SL” means subscription license.

“Subprocessor” means other processors used by Microsoft to process data.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain

from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement. Support Data is a subset of Professional Services Data.

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General Terms

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the **Online Service-specific Terms**. **Attachment 2** describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the **Online Service-specific Terms**, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Using the Online Services

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it;

- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or
- to assist or encourage anyone to do any of the above.

Violation of the Acceptable Use Policy in this section may result in suspension of the Online Service. If Microsoft suspends the Online Service, Microsoft will suspend only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service for the reasons stated above.

High-Risk Use

WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Online Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of an Online Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, “High-Risk Use”). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Online Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer’s High-Risk Use of the Online Services is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys’ fees in connection with any claims arising from a High-Risk Use associated with the Online Services, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Online Service(s) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer’s volume licensing agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

Data Protection and Security

The terms of the DPA apply to Online Services except for Online Services listed in Attachment 1. For Core Online Services, Online Service-specific details on security practices and location of Customer Data at rest are in Attachment 1.

[Use of Software with the Online Service](#)

Customer may need to install certain Microsoft software to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The **Online Service-specific Terms** may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer’s right to use the software begins when the Online Service is activated and ends when Customer’s right to use the Online Service ends. Customer must uninstall the software when Customer’s right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user’s user account,

product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect Diagnostic Data (as defined in the DPA) about the use and performance of the Apps, which may be transmitted to Microsoft, to the extent any Personal Data is contained therein, and used for the purposes described in the DPA.

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Changes to and Availability of the Online Services

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to <https://go.microsoft.com/fwlink/?linkid=870295>.

Other

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Previews

PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," as described herein. Previews are not included in the SLA for the corresponding Online Service, and may not be covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to make a Preview service generally commercially available.

Non-Microsoft Products

Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service.

Providing "Feedback" (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about Preview services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Microsoft and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose.

Customer warrants that 1) it will not provide Feedback that is subject to a license requiring Microsoft to license anything to third parties because Microsoft exercises any of the above rights in Customer's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

Azure Active Directory, Free Edition

As described in <https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-what-is>, most Online Services include an instance of Azure Active Directory, a cloud-based user authentication capability ("Azure AD Free"). After Customer configures and uses the first such

Online Service, that instance of Azure AD Free, as configured by Customer for its users, may power the user authentication features for each later-acquired subscription of an Online Service.

Customer's instance of Azure AD Free will also enable authenticated users to interact with Microsoft or a third party in contexts outside of the Online Services ("Other AD-dependent Services"), specifically where Microsoft or that third party requires an Azure Active Directory user account. With respect to the operation of Azure AD Free for Other AD-dependent Services, Microsoft remains a data processor, and this use of Azure AD Free constitutes Customer's authoritative instruction to Microsoft that such use is permitted. With respect to the operation of the Other AD-dependent Service, refer to its applicable agreement and privacy policy to determine the role of the provider of the Other AD-dependent Service.

Competitive Benchmarking

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer:

1. Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
2. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

German Online Services

Use of the German Online Services is further subject to the offer-specific terms available at <https://aka.ms/MCAGermanSupplement>.

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Online Service Specific Terms

In addition to the General Terms for Online Services above, the following Online Service-specific terms apply to the listed Online Services. In the event of any conflict or inconsistency between the General Terms and the Online Service-specific terms, the Online Service-specific terms shall prevail as to the applicable Online Services. If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in **Attachment 1** apply.

Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

Definitions

“Azure Government Services” means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the “US Gov” regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

“Bing Search Services” means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

“Bing Search Services Data” means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

“Customer Solution” means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

“Microsoft Azure Services” means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those licensed separately. “Microsoft Azure Services” includes any open source components incorporated by Microsoft in those services and features.

“Microsoft Translator” means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features

Microsoft will provide Customer with 12 months’ notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination

The expiration or termination of Customer’s Online Service subscription will not change Customer’s obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer’s volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use

the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

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Azure DevTest Labs

Secrets in DevTest Labs

Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

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Azure Lab Services

End User Relationship

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft

Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification

Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms

In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

Compliance; Acceptable Use: Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited to GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

Disclaimer of Warranties: Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

Updates

Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

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Azure Machine Learning service

NVIDIA Components

Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at <https://go.microsoft.com/fwlink/?linkid=874330>.

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Azure Maps

Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shortest.

Customer may not display any Results on any third-party content or geographical map database.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/). Azure Maps uses Bing Imagery which subject to the Bing Maps Notice in **Attachment 1**.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customer may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

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Azure Stack Hub

Azure Stack Hub Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Azure Stack Hub. If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

To the extent Microsoft is a processor or subprocessor of personal data in connection with Azure Stack Hub, Microsoft makes to all customers, the commitments in (a) the "Processing of Personal Data; GDPR" provision of the DPA and (b) the European Union General Data Protection Regulation Terms in Attachment 3 of the DPA.

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

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Bing Search Services

Bing Search Services Use and Display Requirements

Customer must comply with use and display requirements for the Bing Search Services which are available at <https://aka.ms/r1j7jq>. Customer must use results it obtains through the Bing Search Services only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Bing Search Services are not Products, Fixes, or Services Deliverables.

Bing Search Services Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Bing Search Services, except that this Bing Search Services section of the Online Services Terms controls to the extent it conflicts with the Microsoft Privacy Statement.

Use of Bing Search Services Data

Customer is solely responsible for the content of all Bing Search Services Data.

Microsoft may process Bing Search Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Bing Search Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Bing Search Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

This Use of Bing Search Services Data section of the Online Services Terms will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all

right, title and interest in and to Bing Search Services Data. Microsoft acquires no rights in Bing Search Services Data, other than the rights Customer grants to Microsoft in this Use of Bing Search Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Application of Data Protection Terms to Bing Search Services

Only the following sections of the DPA apply to the Bing Search Services: Data Transfers, Use of Subcontractors, and How to Contact Microsoft. These sections do not apply to Previews of the listed services.

GDPR Terms do not apply to Bing Search Services:

The GDPR Terms (as defined in the DPA) do not apply to the Bing Search Services.

Precedence:

This Bing Search Services section controls to the extent there is any conflict with other parts of the OST or DPA.

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Cognitive Services

Limit on Customer use of service output

Customer will not, and will not allow third parties to use Cognitive Services or data from Cognitive Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Cognitive Services in Containers

Cognitive Services features that are available in containers are designed to connect to a billing endpoint. The containers and the billing endpoint are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service in this agreement. Customer must configure the containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of those containers. Provided Customer enables such metering and subject to any applicable transaction limits, Customer may install and use any number of containers (1) on Customer's hardware devices that are dedicated to Customer's exclusive use, and (2) in Customer's Microsoft Azure Service accounts. Any dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the Product Terms located at <http://go.microsoft.com/?linkid=9839207>.

The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft if Customer becomes aware of any possible misappropriation or misuse.

The terms of the DPA do not apply to containers installed on Customer's dedicated hardware, except to the extent any Personal Data is collected in connection with the billing endpoint, because the operating environment of those containers is not under Microsoft's control.

Inactive Cognitive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Cognitive Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

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Microsoft Genomics

Microsoft Genomics Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here <https://software.broadinstitute.org/gatk/eula/index?p=Azure>).

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

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Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at <https://aka.ms/actestprivacypolicy> applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such

software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

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[Microsoft Azure Plans](#)

Notices

The Bing Maps Notices in **Attachment 1** apply.

Subscription License Suites

In addition to User SLs, refer to **Attachment 2** for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Advanced Threat Protection for Users, Azure Information Protection, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Azure Active Directory service level.

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Azure Information Protection Premium

Notices

The Bing Maps Notices in **Attachment 1** applies. Any deployment services provided to Customer are subject to the Professional Services Notice in **Attachment 1**.

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[Microsoft Dynamics 365 Services](#)

Notices

The Bing Maps and Professional Services Notices in **Attachment 1** apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in **Attachment 1**. In addition, Azure Media Services H.265/HEVC Encoding, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in **Attachment 1** apply only to Dynamics 365 Commerce.

External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, or Dynamics 365 Human Resources.

Administration Portal

Customers with Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, or Dynamics 365 Human Resources SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses, (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and Dynamics 365 Finance or Supply Chain Management licenses if,

- Each Online Service is deployed under a separate instance, and
- Licensed users only access instances for which they are entitled.

Mixed deployments of Dynamics 365 Business Central services

Customers may not mix Dynamics 365 Business Central Premium and Dynamics 365 Business Central Essentials licenses on the same tenant.

Dynamics 365 Marketing

Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

Dynamics Supply Chain Management, Finance, and Commerce Source Code

Customer may modify for its internal use the application source code for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, and Dynamics 365 Commerce.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 Marketing, Dynamics 365 Human Resources, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

Dynamics 365 for Operations on-premises Server

Customer's with active subscriptions for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, or Dynamics 365 Commerce may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

Dynamics 365 on-premises Server

Customers with active subscriptions for Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, or Dynamics 365 Field Service may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

Dynamics 365 Business Central on-premises

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

Microsoft Relationship Sales solution

Microsoft Relationship Sales solution includes Dynamics 365 Sales Enterprise and LinkedIn Sales Navigator Team or Enterprise. LinkedIn Sales Navigator Team/Enterprise is for the sole use of the Microsoft Relationship Sales solution Licensed User for the duration of the subscription.

LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads and not to recruit. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at <https://www.linkedin.com/legal/preview/user-agreement>. Despite anything to the contrary in Customer's volume licensing agreement (including these Online Services Terms or the DPA), the LinkedIn Privacy Policy available at <https://www.linkedin.com/legal/privacy-policy> will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the Data Processing Agreement located at <https://legal.linkedin.com/dpa>.

Dynamics 365 Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (<https://go.microsoft.com/fwlink/?LinkId=866544&clid=0x409>). The number of allowed transactions is limited to the number of order lines licensed.

Dynamics 365 Customer Insights

Microsoft Provided Data and Insights

Dynamics 365 Customer Insights may include Microsoft provided data and insights (including, but not limited to, market segment and brand affinity data and insights), which Customer may use for internal business purposes only.

Dynamics 365 Fraud Protection

Dynamics 365 Fraud Protection (DFP) processes Customer Data of DFP Customers as described in the Microsoft Dynamics 365 Trust Center to provide the service, which includes providing insights to Customer about the likelihood of fraud for the Customer's payment transactions and other fraud-related events ("Fraud Insights"). Customer acknowledges and agrees that (i) the Customer Data provided to the Online Service will be deidentified and combined with deidentified Customer Data of other D365 Fraud Protection Customers; (ii) Customer will be unable to access, extract, or delete the deidentified Customer Data that is used to generate Fraud Insights; and (iii) when Customer's subscription to Dynamics 365 Fraud Protection ends, Microsoft will continue to process the deidentified Customer Data for the sole purpose of providing Fraud Insights to other Dynamics 365 Fraud Protection Customers. Fraud Insights generated by Microsoft do not reveal Customer Data or other identifiable information of any Customer using Dynamics 365 Fraud Protection.

Restrictions on Use

Customer may only use the Fraud Insights to prevent fraud and help identify legitimate transactions. Customer agrees it will not use Fraud Insights (i) as the sole factor in determining whether to proceed with a payment transaction; (ii) as a factor in determining any person's financial status, financial history, creditworthiness, or eligibility for insurance, housing, or employment; or (iii) to make decisions that produce legal effects or significant personal outcomes concerning a person. Microsoft, in providing Dynamics 365 Fraud Protection, is not a "credit reporting agency" and does not provide "consumer reports" or "credit referencing" (as those practices are defined in the United States' Fair Credit Reporting Act, the United Kingdom's Financial Services and Markets Act, or similar laws).

Customer agrees to comply with any additional restrictions on the use of the Fraud Insights, as Microsoft may deem necessary. Customer shall confirm its compliance with the restriction on use of the Fraud Insights to Microsoft in writing within ten (10) days of receiving a request to do so by Microsoft. If Microsoft needs additional information to assure compliance with these restrictions, Customer will cooperate with Microsoft to provide such information, including documentation, within 30 business days of request.

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[Office 365 Services](#)

Notices

The Bing Maps Notices in **Attachment 1** apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in **Attachment 1**.

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Online Services Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts Experts on Demand feature are subject to the Professional Services Notice in **Attachment 1**.

Endpoint Compliance Features

Insider Risk Management and Microsoft Information Protection (the "Compliance Services") include endpoint features that integrate Customer Data from Microsoft Defender Advanced Threat Protection (MDATP). If Customer does not have an active subscription to MDATP, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the

Compliance Services. Only the terms and DPA provisions applicable to MDATP apply to Customer Data collected to provide these endpoint features

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

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Audio Services

Audio Conferencing

Calling Plan

Common Area Phone

Communication Credits

Meeting Room

Phone System

Core Features for Office 365 Services

Skype for Business Online Plan 2 or their successor services will have the following **Core Features** capabilities:

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence

An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

Notices

The H.264/MPEG-4 AVC and/or VC-1 Notices in **Attachment 1** apply.

External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Meeting

Room offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Calling and Conferencing services are provided by the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Calling and Conferencing services may include applicable taxes and fees. Calling and Conferencing services terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available on the Volume Licensing site at <http://go.microsoft.com/fwlink/?LinkId=690247>.

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Important Information About Emergency Services

Customer must notify each user of a Calling Plan that emergency services operate differently than on traditional telephone services in the following ways: (i) Office 365 may not know the actual location of an emergency services caller, which could result in the call being routed to the wrong emergency services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an emergency services call through a Calling Plan service; and (iii) although Calling Plan services can be used anywhere in the world where an Internet connection is available, users should not make an emergency services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

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Exchange Online

Exchange Online (Plan 1 and 2)

Exchange Online K1

Exchange Online Archiving for Exchange Online

Exchange Online Archiving for Exchange Server

Data Loss Prevention

Office 365 Advanced Threat Protection

Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following **Core Features** capabilities:

Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following **Core Features** capabilities:

Storage

Customer will be able to allow an end user to store email messages.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign into Microsoft Outlook with their org ID on up to five smartphones and five tablets.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://go.microsoft.com/?linkid=9839206>.

Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement

There is no SLA for Office 365 Advanced Threat Protection.

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Microsoft Stream

Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in **Attachment 1** apply.

Stream Live Events

Stream Live Events are subject to the following:

1. Stream Live Events may not be greater than four (4) hours in length;
2. Stream Live Events attendees may not exceed 10,000; and
3. Stream Live Events are limited to fifteen (15) per customer at any single point in time.

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Microsoft Teams

Notices

The H.264/MPEG-4 AVC Notice in **Attachment 1** applies to all Office 365 Services that include Microsoft Teams.

Health Sector Customers

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user's and Customer's use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user's and Customers use of Microsoft Teams.

CUSTOMER ACKNOWLEDGES THAT THE ONLINE SERVICES (MICROSOFT TEAMS SERVICE AND APPLICATIONS) (1) ARE NOT INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE (OR MEDICAL DEVICES) FOR THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR OTHERWISE TO BE USED AS A COMPONENT OF ANY CLINICAL OFFERING OR PRODUCT, AND NO LICENSE OR RIGHT IS GRANTED TO USE THE ONLINE SERVICES FOR SUCH PURPOSES, (2) IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT, AND (3) SHOULD NOT BE USED FOR MEDICAL EMERGENCIES. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF ITS USE OF MICROSOFT TEAMS AND APPLICATIONS, INCLUDING (WITHOUT LIMITATION) ANY SUCH INJURIES TO END USERS OR CUSTOMER PATIENTS.

Trials

Microsoft Teams Exploratory Experience may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Exploratory Experience on behalf of end user employees.

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Microsoft 365 Applications

Microsoft 365 Apps for business

Microsoft 365 Apps for enterprise

Visio Online (Plan 1 and 2)

Service Level Agreement

There is no SLA for Visio Online.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure or with a Qualified Multitenant Hosting Partner ("QMTH"). Rights to install and use the software with a QMTH do not apply if the QMTH is using a Listed

Provider as a Data Center Provider, as those terms are defined in the [Product Terms](#). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>. A list of Qualified Multitenant Hosting Partners and additional deployment requirements are available at www.office.com/sca. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of ProPlus [and governed by this OST]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than this OST and with respect to which Microsoft is a data controller, as identified in product documentation.
 - The Online Services will permit Customer to enable or disable these optional connected services; and
 - Customer is responsible for evaluating, enabling or disabling the availability of optional connected services to its users.

Device-Based Subscription License

Each Device SL permits use of the software provided with the subscription. Users of a Licensed Device:

- may activate and use the software provided on one OSE on the Licensed Device; or
- may install and use the software remotely from the Licensed Device on one OSE on a Network Server, or on Microsoft Azure, or with a Qualified Multitenant Hosting Partner (“QMTH”). Rights to install and use the software with a QMTH do not apply if the QMTH is using a Listed Provider as a Data Center Provider, as those terms are defined in the [Product Terms](#). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>. A list of Qualified Multitenant Hosting Partners and additional deployment requirements are available at www.office.com/sca.

Customer must connect each OSE on which the software is installed to the Internet at least once every 90 days, or the functionality of the software may be affected.

Smartphone and Tablet Devices

Each user to whom Customer assigns an Microsoft 365 Apps for business or Microsoft 365 Apps for enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their org ID on up to five smartphones and five tablets.

The following terms apply only to Microsoft 365 Apps for enterprise

Office Home & Student 2013 RT Commercial Use

The commercial use restriction for Office Home & Student 2013 RT is waived for each Microsoft 365 Apps for enterprise User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

Office Online Server

For each Microsoft 365 Apps for enterprise subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Product Terms](#). Each Microsoft 365 Apps for enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, Microsoft Customer Agreement, or other Microsoft agreement that cover Online Services only.

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Office for the web

Core Features for Office 365 Services

Office for the web or its successor service will have the following **Core Features** capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office for the web or its successor service.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office for the web.

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OneDrive for Business

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

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Project

Project Essentials

Project Plan 1

Project Plan 3

Project Plan 5

Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Plan 3 or Plan 5 User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure or with a Qualified Multitenant Hosting Partner ("QMTH"). Rights to install and use the software with a QMTH do not apply if the QMTH is

using a Listed Provider as a Data Center Provider, as those terms are defined in the [Product Terms](#). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>. A list of Qualified Multitenant Hosting Partners and additional deployment requirements is available at www.office.com/sca; and

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project.

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SharePoint Online

SharePoint Online (Plan 1 and 2)

SharePoint Online K1

Duet Enterprise Online for Microsoft SharePoint and SAP

Core Features for Office 365 Services

SharePoint Online or its successor service will have the following **Core Features** capabilities:

Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage

Customer will be able to set storage capacity limits for a site created by an end user.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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Workplace Analytics

HIPAA Business Associate Agreement

Even though Workplace Analytics is not specified in the HIPAA Business Associate Agreement ("BAA"), if Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, then execution of Customer's volume licensing agreement for Workplace Analytics includes execution of the BAA, the full text of which is available at <http://aka.ms/BAA>.

Third-Party Audits

Microsoft has and will implement and maintain appropriate technical and organizational measures to protect Customer Data and Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed in Workplace Analytics. Those measures comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. Microsoft has and will conduct periodic third-party audits to verify compliance with those requirements, consistent with the audits of Office 365 Services.

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[Other Online Services](#)

Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Bing Maps APIs

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

Bing Maps Privacy

The Microsoft Privacy Statement (located at: <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of the Bing Maps Mobile Asset Management Platform.

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Bing Maps Transactions and Users

Bing Maps Transactions

Bing Maps Known User

Bing Maps Light Known User

Authenticated Users

Users that are authenticated by Customer's programs that access the service through the Bing Maps APIs must have a SL.

Bing Maps APIs

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

Bing Maps Privacy

The Microsoft Privacy Statement (located at <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of Bing Maps.

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Microsoft Power Platform

Microsoft Power Automate

Microsoft Power Apps

Microsoft Power BI Pro

Microsoft Power BI Premium

Notices

The Bing Maps, H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in **Attachment 1** apply.

Microsoft Power BI

Definitions

"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Limitations

Customer may not

- resell or redistribute the Microsoft Power BI services, or

- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Microsoft Power Apps

Restricted Entities

Customer may not create, modify, or delete any data from entities of the type designated as “restricted” in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>. Customer has read-only access to such restricted entities.

Unauthenticated External Users

External Users not authenticated by Power Apps do not need a User SL to access Power Portals.

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Microsoft 365 - Unattended License

Service Level Agreement

There is no SLA for Microsoft 365 - Unattended License

Definitions

“Robotic Process Automation”, otherwise known as “RPA” or “bots” means an application, or any set of applications used to capture data and manipulate applications to perform repetitive tasks. Bots operate upon any UI element of Windows 10 within an OSE and/or operates upon any Office application in any OSE.

“Unattended Bot” – Any bot that doesn’t strictly conform to the definition of “Attended Bot” shall be considered an “Unattended Bot.”

“Attended Bot” - An Attended Bot assists a person to execute automation on the person’s local and/or remote workstations. It operates concurrently with the person on the same workstation/s to accomplish repetitive tasks and is triggered by explicit actions of that person.

Assignment and Use Rights

- Customer may assign a Microsoft 365 A3/E3 - Unattended License to an Unattended bot running on hardware dedicated to Customer’s use (subject to the Outsourcing Clause in the Product Terms located at <http://go.microsoft.com/?linkid=9839207>) or a virtual machine on Azure.

- Each Microsoft 365 A3/E3 - Unattended License allows the use of the M365 A3/E3 suite in only a single unique physical or virtual OSE for Robotic Process Automation.
- Each Microsoft 365 A3/E3 – Unattended License is allowed a single unique instance of Microsoft 365 Apps for enterprise.
- Bots assigned a Microsoft 365 A3/E3 – Unattended License may access Windows Virtual Desktop (WVD).
- License reassignment for bots follow the same rules for users and devices as if the bot is a user. (See **License Reassignment**)

Use Limitation

- Unattended bots may not create or replicate activities or workflows on behalf of an unlicensed user or device. (See **Multiplexing**)
- Microsoft reserves the right to restrict or disable Microsoft API calls with reasonable notice, due to unreasonable amount of bandwidth, adversely impacting the stability of Microsoft API's, or adversely affecting the behavior of other apps.

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GitHub Offerings

GitHub Enterprise

GitHub Actions

GitHub Insights

GitHub Learning Lab for Organizations

GitHub One

GitHub Advanced Security

GitHub Packages

GitHub Engineering Direct

GitHub Offerings are provided by GitHub, Inc. By using GitHub Offerings, Customer agrees to be bound by the GitHub terms available at https://aka.ms/github_terms. Notwithstanding anything to the contrary in Customer's volume licensing agreement (including these Online Services Terms and the DPA), the GitHub Privacy Statement available at <https://help.github.com/articles/github-privacy-statement/> and the GitHub Data Protection Addendum located at https://aka.ms/github_terms will apply to Customer's use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.

GitHub Actions and GitHub Packages

Customer's Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Actions and GitHub Packages licensed by Customer.

GitHub Advanced Security and GitHub Insights

Customer's Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Advanced Security and GitHub Insights, provided that all such users are also assigned GitHub Advanced Security and GitHub Insights User SLs. This does not apply to Enrollment for Education Solution customers.

GitHub Engineering Direct (Standalone or with GitHub One)

GitHub Engineering Direct is an enhanced level of technical support provided by GitHub, Inc. The GitHub Engineering Direct offer requires a customer to have Microsoft Premier or Unified Support as a pre-requisite. By using GitHub technical support, Customer agrees to be bound by the GitHub terms available at <https://aka.ms/githubsupport>.

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Microsoft Cloud App Security

External User Allowance

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

Notices

The Bing Maps and Professional Services notices in **Attachment 1** apply.

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Microsoft Graph data connect for ISVs

Service SLs

Customer must have an SL for each user data Customer's application processes. For purposes of Microsoft Graph data connect for ISVs (Independent Software Vendors), "user data" is data sourced from the user's Office 365 account, which is held by the Customer's customer. Access to user data is provided to Customer by the Customer's customer.

Service Level Agreement

There is no SLA for Microsoft Graph data connect for ISVs.

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Microsoft Healthcare Bot Service

Definitions

"Customer Healthcare Bot Application" means an application or any set of applications that adds primary and significant functionality to the Microsoft Healthcare Bot Service and that is not primarily a substitute for the Microsoft Healthcare Bot Service.

Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Microsoft Healthcare Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Healthcare Bot Application and the Microsoft Healthcare Bot Service; (3) obtaining appropriate consent from end users in connection

with their use of the Customer Healthcare Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Healthcare Bot Application, including, as applicable, those set forth in the following [form](#).

Use Limitation

CUSTOMER ACKNOWLEDGES THAT THE MICROSOFT HEALTHCARE BOT SERVICE (1) IS NOT INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE (OR MEDICAL DEVICES) FOR THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR OTHERWISE TO BE USED AS A COMPONENT OF ANY CLINICAL OFFERING OR PRODUCT, AND NO LICENSE OR RIGHT IS GRANTED TO USE THE MICROSOFT HEALTHCARE BOT SERVICE FOR SUCH PURPOSES, (2) IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR JUDGMENT, AND (3) SHOULD NOT BE USED FOR EMERGENCIES AND DOES NOT SUPPORT EMERGENCY CALLS. CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HEALTHCARE BOT APPLICATION WILL CONSTITUTE CUSTOMER'S OWN PRODUCT OR SERVICE, SEPARATE AND APART FROM THE MICROSOFT HEALTHCARE BOT SERVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF THE CUSTOMER HEALTHCARE BOT APPLICATION, AND FOR PROVIDING END USERS WITH APPROPRIATE WARNINGS PERTAINING TO USE OF THE CUSTOMER HEALTHCARE BOT APPLICATION. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF ITS USE OF THE MICROSOFT HEALTHCARE BOT SERVICE IN CONNECTION WITH THE CUSTOMER HEALTHCARE BOT APPLICATION, INCLUDING (WITHOUT LIMITATION) ANY SUCH INJURIES TO END USERS.

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Microsoft Intune

Microsoft Intune (per user)

Microsoft Intune for Devices

Microsoft Intune for EDU (per user, per device)

Microsoft Intune Add-on for Microsoft Endpoint Configuration Manager and System Center Endpoint Protection (per user, per device)

("Microsoft Intune Add-On")

Notices

Any deployment services provided to Customer are subject to the Professional Services Notice in **Attachment 1**.

Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user.

Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>.

SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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Microsoft Learning

Microsoft Learning E-Reference Library

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

Microsoft Learning Imagine Academy Service SL

A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

Microsoft Learning Imagine Academy Program Guidelines

The Imagine Academy program guidelines, located at <http://www.microsoft.com/itacademy>, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party

Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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Microsoft Search in Bing

Microsoft Search in Bing

“Microsoft Search in Bing” means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer’s internal resources, for which the query and results returned are Customer Data for purposes of these Online Services Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Online Services Terms and the DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to public search on Bing.com.

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Microsoft Threat Protection

Data Handling

Microsoft Threat Protection integrates Customer Data from other Online Services, including Microsoft Defender Advanced Threat Protection, Office 365 Advanced Threat Protection, Microsoft Cloud Application Security, Azure Advanced Threat Protection, Azure Active Directory, and other Online Services as configured by Customer, if any (collectively for purposes of this provision “MTP Input Services”). Once Customer Data from MTP Input Services is integrated into Microsoft Threat Protection, only the OST and DPA provisions applicable to Microsoft Threat Protection apply to that data.

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Minecraft: Education Edition

Notices

The Bing Maps Notices in **Attachment 1** apply.

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Office 365 Developer

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer’s applications to make them available for Customer’s Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer’s end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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Microsoft Defender Advanced Threat Protection

Data Retention

Microsoft Defender Advanced Threat Protection does not contain extractable Customer Data therefore the Customer Data extraction terms in the DPA do not apply.

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Attachment 1 – Notices

Online Services excluded from the DPA

The terms of the DPA do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, Cognitive Services in containers installed on Customer's dedicated hardware, GitHub Offerings, LinkedIn Sales Navigator, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable **Online Service-specific Terms**.

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the DPA as noted in Appendix A stating "Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located." do not apply to the following geographies: United Arab Emirates and South Africa.

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Core Online Services

The term "Core Online Services" applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service Enterprise, Dynamics 365 Customer Service Professional, Dynamics 365 Customer Service Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Marketing, Dynamics 365 Project Service Automation, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Sales Enterprise, and Dynamics 365 Sales Professional. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Compliance Manager, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams (including Bookings, Lists, and Shifts), Microsoft To-Do, Office 365 Advanced Threat Protection, Office 365 Video, Office for the web, OneDrive for Business, Project (except Roadmap and Project for the web), SharePoint Online, Skype for Business Online, Sway, Whiteboard, Yammer Enterprise and, for Kaizala Pro, Customer's organizational groups managed through the admin portal and chats between two members of Customer's organization. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of PSTN Services that operate outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft Azure Core Services	API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory, Azure API for FHIR, Azure Cache for Redis, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure NetApp Files, Azure Resource Manager, Azure Search, Backup, Batch, BitTalk Services, Cloud Services, Computer Vision, Content Moderator, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, SignalR Service, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Text Analytics, Traffic Manager, Video Indexer, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
Microsoft Cloud App Security	The cloud service portion of Microsoft Cloud App Security.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.
Microsoft Defender Advanced Threat Protection Services	The following cloud service portions of Microsoft Defender Advanced Threat Protection: Attack Surface Reduction, Next Generation Protection, Endpoint Detection & Response, Auto Investigation & Remediation, Threat & Vulnerability Management, SmartScreen.
Microsoft Threat Protection	The cloud service portion of Microsoft Threat Protection.

Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the DPA, each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the DPA for the protection of Customer Data.

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Cloud App Security	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft Defender Advanced Threat Protection Services	Yes	Yes
Microsoft Threat Protection	Yes	Yes

**Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.*

Location of Customer Data at Rest for Core Online Services

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, France, Germany, India, Japan, South Africa, South Korea, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service,

Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.

- **Microsoft Power Platform Core Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, France, India, Japan, the European Union, United Kingdom, or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft Cloud App Security.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Cloud App Security Trust Center.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender Advanced Threat Protection Services.** When Customer provisions a Microsoft Defender Advanced Threat Protection tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender Advanced Threat Protection Trust Center.
- **Microsoft Threat Protection.** When Customer provisions a Microsoft Threat Protection tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Threat Protection Trust Center.

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Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

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Professional Services

Professional Services are provided subject to the "Professional Services Terms" below. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that

separate agreement will apply to those Professional Services. Data protection and security terms for Professional Services Data are in the DPA.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms do not apply unless expressly made applicable by the Professional Services Terms below.

Professional Services Terms

Obligations of the Parties; Warranties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided "AS-IS," WITHOUT ANY WARRANTY. Microsoft provides no warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service. Customer may not use Professional Services or Services Deliverables in any way prohibited by the Acceptable Use Policy and must comply with all laws and regulations applicable to its use of Professional Services and Services Deliverables, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services, or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party's intellectual property rights.**

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

“Pre-Existing Work” means any computer code or non-code based written materials developed or otherwise obtained independent of Customer’s volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party’s Pre-Existing Work only as needed to perform obligations related to Professional Services. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then (1) prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing; and (2) Microsoft will treat Customer’s source code as confidential information.

Services Deliverables License

“Services Deliverables” means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables, subject to and in accordance with the terms and conditions in Customer’s volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between this Notice and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

License Restrictions

Customer must not (and is not licensed to) reverse engineer, decompile, disassemble or work around any technical limitations in any Services Deliverable except to the extent that applicable law doesn’t allow this restriction. Except as expressly permitted in this agreement and any agreed statement of services or separate license, Customer must not (and is not licensed to) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Services Deliverables, in whole or in part, or subject Microsoft’s intellectual property in Services Deliverables to any other license terms.

Feedback

“Feedback” means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft’s or Customer’s products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right

to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by on the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

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[Notice about Azure Media Services H.265/HEVC Encoding](#)

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

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[Notice about Adobe Flash Player](#)

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

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[Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard](#)

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

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A

PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

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

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Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the tables below, a cell is shaded **blue** in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services. For Education and Government offers, see the Public Sector table below.

Online Service	Office 365 Enterprise 1 - A				Microsoft 365 Business Basic	Microsoft 365 Business Standard	Enterprise Mobility + Security		Microsoft 365 Enterprise 1					Microsoft 365 Business Premium
	F3	E1	E3	E5			E3	E5	F3	F3	E3	E5	E5 Security ⁸	
Exchange Online K1														
Exchange Online Plan 1														
Exchange Online Plan 2														
SharePoint Online K1														
SharePoint Online Plan 1														
SharePoint Online Plan 2														
Skype for Business Online Plan 2														
OneDrive for Business Plan 1														
OneDrive for Business Plan 2														
Phone System														
Audio Conferencing														
Microsoft 365 Apps for business														
Microsoft 365 Apps for enterprise														
Office 365 Data Loss Prevention														
Office 365 Advanced Threat Protection Plan 1														
Office 365 Advanced Threat Protection Plan 2														
Microsoft Power BI Pro														
Microsoft Intune														
Azure Info Protection Premium Plan 1														
Azure Active Directory Premium Plan 1														
Azure Active Directory Premium Plan 2														
Azure Advanced Threat Protection for Users														
Microsoft Cloud App Security														
Microsoft Stream														

1 Add-on Suite SLs that include “without ProPlus” or “without Apps for enterprise” in the title do not include rights to Microsoft 365 Apps for enterprise.

2 In addition to the Online Services identified above, the Microsoft 365 fulfills the SL requirement for Windows SA per User as described in the Product Terms.

3 Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5 is dependent on regional availability.

5 Microsoft 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

6 Microsoft 365 E5 Security includes Microsoft Defender Advanced Threat Protection.

7 Cannot upload or modify videos.

8 Cannot create live events.

Public Sector

Online Service	Office 365 Government ^{1,2}					Office 365 Education ¹			Microsoft 365 Education ³			
	G3	E1	E3	E4	E5	A1	A3	A5	A1	A3	A5	A5 Security ⁴
Exchange Online K1												
Exchange Online Plan 1												
Exchange Online Plan 2												
SharePoint Online K1												
SharePoint Online Plan 1												
SharePoint Online Plan 2												
Skype for Business Online Plan 2												
OneDrive for Business Plan 1												
OneDrive for Business Plan 2												
Phone System												
Audio Conferencing												
Microsoft 365 Apps for enterprise												
Office 365 Data Loss Prevention												
Office 365 Advanced Threat Protection P2												
Microsoft Power BI Pro												
Office 365 Advanced Threat Protection P1												
Microsoft Intune												
Azure Info Protection Premium Plan 1												
Azure Active Directory Premium Plan 1												
Azure Active Directory Premium Plan 2												
Azure Advanced Threat Protection for Users												
Microsoft Cloud App Security												
Microsoft Stream	10					10			10			
Minecraft: Education Edition												

1 Add-on Suite SLs that include “without ProPlus” or “without Apps for enterprise” in the title do not include rights to Microsoft 365 Apps for enterprise.

2 In addition to the Online Services identified above, the Microsoft 365 Education fulfills the SL requirement for Windows SA per User as described in the Product Terms.

3 Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

4 Includes Microsoft 365 A3 with Core CAL.

5 Microsoft 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

6 Microsoft 365 A5 Security includes Microsoft Defender Advanced Threat Protection.

7 Cannot upload or modify videos.

8 Cannot create live events.

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