### Microsoft

# Frequently asked questions about product licensing

Get answers to your product licensing questions. This page contains answers to the top product licensing questions that our Microsoft support teams receive.

The following questions are related to product licensing under Microsoft Volume Licensing agreements unless otherwise noted. Licensing information for retail (full packaged product) or original equipment manufacturer (OEM) products can be found in the Software License Agreement terms for those products. If you need more information or your question isn't answered here, please contact your Microsoft Reseller or your regional Microsoft customer support center.

### General

#### **Introduction to Product Terms**

What is the Product Terms document, and what happened to the Product List and Product Use Rights (PUR)? My organization's Volume Licensing agreement points to the Product List and PUR for how to license, deploy, and use products.

The <u>Product Terms</u> replaced the Product List and Product Use Rights (PUR) beginning July 1, 2015. The Product Terms consolidates and distills the content previously published in the Product List and PUR, without substantively changing terms and conditions for existing products. We combined the two documents into one Product Terms document that's structured based on the products so that it's easier to understand how to purchase and use products. The new document reduces the overall size of the contract without diminishing customers' use rights.

## My organization's Volume Licensing agreement does not reference the Product Terms. How can the new document apply to how we license, deploy, and use products?

The <u>Product Terms</u> is backward compatible with existing Volume Licensing agreements. The Product Terms states that references to Product Use Rights and the Product List in customer agreements refer to the applicable sections of the new document. The Product Terms doesn't substantively change how you may deploy and use products, and existing customers can look to the Product Terms (for products covered by the new document) or, as your agreements permit, the existing Product Use Rights for your use of product versions that were available prior to July 1, 2015. For more information, download <u>Microsoft Product Terms Explained</u>.

#### I like the idea of having everything in one place, but how do I use the Product Terms?

The Product Terms is organized around Product Entries. The Product Entries provide information specific to a product and point you to other relevant content in supporting sections of the document (for example, Universal License Terms or the Software Assurance Appendix). Product Entries provide Program Availability, Product Conditions, Use Rights, and Software Assurance terms. The document is

designed to be easy to use. For example, you can point to the blue text to display term definitions or click links in the document to go to relevant terms and conditions outside of the Product Entries.

#### How often will updates to the Product Terms be published?

The Product Terms will be updated monthly. These monthly updates enable the use rights to be aligned with price list availability.

# My organization bought licenses for Microsoft Office Professional Plus in May. If we buy more licenses in July, do we have to look at two different documents for terms governing different users' use rights for the software depending on which licenses are assigned to them?

The terms of your Volume Licensing agreement determine which license terms apply to the use of software. In some cases, the Product Terms in effect at signing an Enrollment governs use of all versions available as of that date and all licenses for those versions purchased during the Enrollment, regardless of the specific license order date. In other cases, the Product Terms in effect as of the order date governs use of software under licenses acquired.

#### In which languages is the Product Terms available?

The Product Terms is available for download in 35 languages.

#### **Downgrade rights**

### My organization has a Volume Licensing agreement. Where can I confirm my specific downgrade rights and eligible versions to downgrade?

Downgrade rights (rights to use a prior version of a product) are granted as part of all the Volume Licensing agreements. However, you need to refer to the <u>Microsoft Product Terms</u> for particular downgrade paths for specific products because they may have migrated to other products or other editions.

For more information, see the Volume Licensing brief for downgrade rights.

# I have licensed Office Professional Plus 2013 through a Volume Licensing agreement. Can I downgrade it to Office Standard 2013 or Office Standard 2010?

No. Downgrade rights grant the end user the right to use prior versions of Microsoft software, not other editions of the software released at the same time, unless explicitly stated in the Product Terms (or successor documents).

Note that Microsoft makes a distinction between the terms "version" and "edition" when referring to product licenses. The term "edition" means different functional offerings within a product family that are usually released at the same time (for example, Office Professional Plus 2013 and Office Standard 2013). The term "version" refers to different generations of a product family. Downgrade rights between the current generation (N), the prior generation (N-1), and the generation prior to that (N-2) are limited to the same functional editions within each version (for example, Windows 10 Pro downgrades to Windows 8.1 Pro).

## I need to downgrade to a prior version of a Microsoft product that my organization licenses through Volume Licensing. How do I get prior versions of products?

Although you have the right to downgrade products, the Microsoft Volume Licensing Service Center (VLSC) generally provides download access only to the current (N) and the prior version (N-1) of products. Note: In addition to VLSC download software access, all Volume Licensing customers can choose to purchase physical media (CD/DVD) copies of their licensed software through their Microsoft Reseller.

If you previously received physical media (CD/DVD) of prior Microsoft products that your organization is currently licensed to use through downgrade rights, you may use these prior software versions at your discretion. <u>Learn more about Microsoft Volume Licensing fulfillment</u>.

#### **Reimaging rights**

#### Can I reimage OEM PCs with Volume Licensing Media?

Yes, however some conditions apply. For more information, download the <u>Volume Licensing brief for</u> <u>reimaging rights</u>.

#### **Software Assurance**

I purchased Office Professional Plus 2013 with Software Assurance, and my Software Assurance coverage recently expired. How can I confirm which product version I'm entitled to upgrade to under the Software Assurance New Version Rights benefit?

To confirm when products were made available, review the Microsoft Product Terms.

I purchased a product license with Software Assurance coverage almost three years ago, and I want to renew my Software Assurance coverage now. However, the product has been rebranded and renamed since I first licensed it. Where can I find information about which new product version I should purchase with Software Assurance?

To confirm successor versions of products and particular Software Assurance migration paths for products that have migrated to other products or other editions, review the <u>Microsoft Product Terms</u>. Refer to the index for products no longer available. The index will refer you to relevant migration rights and the Product Terms (or Product List) update in which they appeared.

#### Can I add Software Assurance to an OEM/Retail product license?

Yes, you can attach standalone Software Assurance coverage to an OEM/Retail product license, but you must do so within 90 days of purchasing the OEM/Retail (full packaged product) product license. This option is available only for particular products through particular Volume Licensing programs. For details, see the Microsoft Product Terms.

# If I attach Software Assurance to an OEM/Retail product license within 90 days, which use rights apply?

If you acquire Software Assurance for an OEM/Retail (full packaged product) product license within 90 days of purchase, you gain the option of installing and using the Volume Licensing software version

of the product at any time. If you do this, your use of the software becomes subject to the <u>Microsoft Product Terms</u> for that product and the terms and conditions of your organization's Volume Licensing agreement.

#### Third-party use

In our company, we have onsite contractors who work on short-term projects. Can we assign Microsoft product licenses (Office, CALs, etc.) that we purchased through our own Volume Licensing agreement to these contractor-owned devices so that they use our licensed software for our projects?

Yes, as long as those licenses are used for the benefit of your company, the licensee, you can assign your licenses to third-party devices.

You're limited in how often you can assign your licenses. Volume Licensing product licenses can be reassigned to other devices every 90 days, not more frequently. If the software will be used for the benefit of the contractors and not your organization then the contractors need to purchase their own licenses or explore other types of short-term software subscription licenses.

## Windows client operating system

#### Windows 10

#### Which versions of Windows 10 are offered through Volume Licensing?

The following Windows 10 editions are offered through Volume Licensing:

- Windows 10 Enterprise E3 (available per user or per device)
- Windows 10 Enterprise E5 (available per user or per device)
- Windows 10 Pro Upgrade
- Windows 10 Enterprise LTSB
- Windows Virtual Desktop Access (VDA) (available per user or per device)
- Windows 10 Education E3/A3
- Windows 10 Education E5/A5

See the Microsoft Product Terms for details by offer.

#### Can I buy Windows 10 Enterprise offers outside of Volume Licensing?

No. Windows 10 Enterprise offers are only available for purchase through Volume Licensing agreements.

# What is Windows Defender Advanced Threat Protection (WDATP)? Can my organization buy WDATP through Volume Licensing?

Windows Defender Advanced Threat Protection is a service that helps enterprises detect, investigate, and respond to advanced attacks on their networks. It's only available in Windows 10 Enterprise E5 through Volume Licensing. Learn more about <u>Windows Defender Advanced Threat Protection</u>.

### I can't find Windows 10 Enterprise with Software Assurance or Windows 10 Education in the Product Terms. Are these still available?

Windows 10 Enterprise with Software Assurance is now Windows 10 Enterprise E3. And Windows 10 Education is now Windows 10 Education E3/A3. These are simply name changes, with no change to included features.

#### **Upgrade License**

#### What is a "Volume Licensing Upgrade License" for the Windows operating system for PCs?

Microsoft Volume Licensing programs don't offer Windows desktop operating system licenses; Volume Licensing provides only Windows upgrade licenses. Before you're eligible to acquire an upgrade license for the Windows desktop PC operating system through Microsoft Volume Licensing programs, you must first have licensed and installed a qualified full desktop operating system on your device.

#### Access by multiple users/devices

#### Can I use Windows Pro or Enterprise like a "server" to host applications?

No. The Windows desktop operating system can't be used as a "server." Device connection is allowed only for certain purposes (such as File Services, Print Services, Internet Information Services, Internet Connection Sharing, and Telephony Services). If you want to host applications and access them from multiple devices or for multiple users simultaneously, you need to license Server/CAL products. For more information, download the Volume Licensing brief, <u>Licensing Windows client and server operating systems in multiuser scenarios</u> (PDF, 530 KB).

# Can I install multiple copies of the Windows operating system after I buy a Windows Enterprise Upgrade license under my Volume Licensing agreement?

You can install multiple copies of the Windows operating system on the licensed device only if the device licensed for Windows Enterprise is covered with active Software Assurance for Windows, as stated in the <u>Microsoft Product Terms</u>.

# I'm using a PC with Windows Enterprise that has four virtual machines (VMs) running on it. Can other users remotely access these VMs while I'm using my PC?

No. The use of the software is limited to one user at any given time. This includes the use of Roaming Rights (see below); while the primary user is accessing Roaming Rights, no other user is permitted to use the actual licensed device. For more information, see the Volume Licensing brief, <u>Licensing Windows desktop operating system for use with virtual machines</u> (PDF, 270 KB).

#### **Rental Rights**

## My company has rented PCs for its employees from a PC rental company. Should I purchase Rental Right licenses?

No. Rental Rights licenses are special, supplemental licenses for purchase by PC rental or leasing companies that buy and continue to own fleets of PCs. They're not designed for end-user customers. <u>Learn more about Rental Rights</u>.

#### When does my organization need Rental Rights licenses?

Rental Rights licenses address scenarios in which organizations rent, lease, or outsource PCs to third parties. The following are examples of scenarios that are in and out of the scope of the Rental Rights licenses.

#### In scope

- Office equipment leasing companies
- Business service centers (for example, copy/print stores)
- Internet cafés
- Hotel and airport kiosks
- Government-tendered shared access

#### Out of scope

- License Microsoft products via a hosted solution (Services Provider License Agreement [SPLA])
- Libraries
- Academic institutions
- Internal use (shared PCs)
- Traditional financing (for example, rent-to-own programs)
- Finance Leases and Long-Term Leases are permitted as described in the <u>Lease Agreement for</u>
   <u>Microsoft Products Installed on Leased Computers</u> (PDF, 510 KB)

#### **Software Assurance and Windows Virtual Desktop Access (VDA)**

#### What editions of Windows are eligible for Software Assurance?

Windows Enterprise is the only edition eligible for Software Assurance. Learn more about <u>Software</u> <u>Assurance</u>.

#### What is the Windows VDA (Virtual Desktop Access) subscription license?

Windows VDA is a per device or per user subscription license designed to help organizations license devices or users that do not qualify for Software Assurance, such as "thin client" devices and users who are not the primary user of a device that qualifies for Software Assurance. The license provides the right to access a virtual desktop. Per device and per user Windows VDA subscriptions are available through the Microsoft Volume Licensing Enterprise Agreement, Select Plus, Microsoft Products and Services Agreement, and Enrollment for Education Solutions programs. Per device Windows VDA subscriptions are also available through the Open Value and Open Value Subscription programs.

#### Can I license Windows Enterprise or Windows VDA on a per user basis?

Yes. With Windows Enterprise per User and Windows VDA per User options, you license an individual instead of a device. With the per user license, you can:

- Install Windows Enterprise locally on any of the licensed user's devices that are licensed for Windows 7/8/8.1/10, and any Windows tablet that has a diagonal screen size of 10.1 inches or fewer.
- Access Windows Enterprise across any of the licensed user's devices with Virtual Desktop Infrastructure (VDI) or Windows To Go.

Learn more about Windows Enterprise per User and Windows VDA per User.

# We have a Services Provider Licensing Agreement (SPLA). Can we provide Windows-based desktops as a hosted service for our end customers through SPLA?

Currently, there's no SPLA model for Windows VDA. Customers who subscribe to desktops from a third-party hoster will need to pay Microsoft for a Windows VDA license for each device accessing Windows client virtual machines in the datacenter. Additionally, hosters need to ensure that they isolate the hardware and other resources for each company (that is, no two customers can share the same set of resources, such as hardware, storage, and the like).

#### **Remote Access**

## Do I need a Windows VDA subscription license to access my work PC in the office (licensed to run Windows Pro) remotely from my home PC (licensed to run Windows Home)?

No. No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices that are separately licensed to run the same or higher edition of this software.

### Desktop

#### Office 365 ProPlus

# Office 365 ProPlus is offered as a software product and under subscription services. Aren't those the same product?

No. The products both offer a great productivity experience, but they're not the same product. The products are two different ways to consume Microsoft Office—you can choose the offering that best fits your needs.

Office 365 ProPlus is a per user subscription service offering, not a desktop application software product. To use the software, you must have an active subscription. You can install and use the software on up to five different devices while the subscription is active.

Perpetual rights are typically available under a desktop application license. With this type of license, you have the right to use the software for as long as you want (as long as you comply with other licensing conditions); however, the license is assigned to a single device that may be used by different users (one at a time).

### I have a personal laptop device that I like using at work for meetings. How should I license this device if I want to use Office 365 ProPlus?

If you're licensed for Office 365 ProPlus, you may deploy and use Office on up to five devices, anywhere; they may be either company-managed or third-party devices. You may deploy one of five permitted copies on a personal laptop device and use it to work from anywhere, at home or at work.

# Our company has a mixed deployment of Office Professional Plus 2010 and Office Professional Plus 2013 under a Select Plus agreement. May I use Office Professional Plus 2013 in place of my Office 365 ProPlus license? Aren't those the same product?

No. Office 365 ProPlus is a per user subscription service, not a desktop application software product (like Office Professional Plus 2013). Therefore, you must deploy the user-authenticated software provided to Office 365 users.

#### **Qualified device**

According to the Microsoft Product Terms, the right to install an additional copy on a portable device for use by the single primary user of the licensed device, termed the "portable device right," is available for Microsoft desktop applications. My company has more than 1,000 Office Professional Plus licenses under an Enterprise Agreement. Do I have portable device rights to also install Office on 1,000 portable computers?

No. The "portable device right" isn't relevant for Office Professional Plus licenses purchased as "company-wide" Enterprise Products under the terms of Enterprise Agreement, Enterprise Subscription Agreement, Open Value Company-wide, Open Value Subscription, and Campus and School Agreements.

For those programs, all devices—including portable computers that are used by or for the benefit of an organization's users—need to be counted as Qualified Devices in order to purchase Enterprise Products (such as Windows Upgrade licenses, Office Professional Plus, Core CAL Suite/Enterprise CAL Suite).

For more information see your Volume License agreement and Microsoft Product Terms.

#### **Remote access**

# Do I need an additional Office license to be able to remotely access my work PC in my office from my home PC?

If you're the single primary user of that work PC in the office, you may remotely access that PC from any device. But if you aren't the primary user of that work PC, you'll need an additional Office license on the device that you're using.

### The Microsoft Product Terms says I can use desktop application software on a network device. What does this mean?

Under the network use provision, you may run software on a network server that will be accessed and used by your licensed desktops by using Remote Desktop Services (or similar technology) and/or VDI

(Virtual Desktop Infrastructure). To access applications such as Office on your network, you must also license each remote accessing device even if Office software isn't installed on the local device (for example the local device is a "thin client").

I have installed Microsoft Office on a network server for access using Windows Remote Desktop Services. I have acquired Remote Desktop Services User Client Access Licenses (CALs) for each of my employees. I want my employees to be able to access Microsoft Office from any desktop/thin client. What licenses do I need to properly license Microsoft Office within this environment?

Because Microsoft Office is licensed through a device-based licensing model only, each desktop desktop/thin client that's used to access Microsoft Office by using Remote Desktop Services must have a separate Microsoft Office license dedicated to it. Licenses for Microsoft Office can't be shared across desktops to support concurrent use. Furthermore, with the 2007 release, generally only licenses obtained through Volume Licensing can be deployed to a network server for remote access. The same rules apply to VDI scenarios. Each desktop/thin client that's used to access Microsoft Office running on virtual desktops on the server must have a separate Microsoft Office license dedicated to it. For more information, download the Commercial Licensing brief, Licensing Windows Server Remote Desktop Services and Microsoft desktop applications for use with RDS (PDF, 508 KB).

#### Multiple copies on a licensed device

I'm running four Virtual Machines (VMs) with Windows Enterprise on a PC that has active Software Assurance coverage. May I install the Office suite in each of the four VMs by using only one Office Professional Plus 2010 license?

Yes, you may install any number of copies and any prior version on the licensed device. Software Assurance isn't required for this use right for Office.

### Servers

#### **CAL** requirements

# I have Exchange Server 2013 and SQL Server 2012 running on Windows Server 2012 R2. Are all Client Access Licenses (CALs) licensed in the same way?

No. CAL requirements differ among server products. The general rule is that you must acquire and assign a CAL to each device or user that accesses your server software. Beyond that, however, there may be product-specific exceptions to that rule that affect a given product's CAL requirement.

With Exchange Server 2013, for example, CALs aren't required unless the server access is directly or indirectly authenticated by using Active Directory. For Windows Server, a CAL is required for all users or devices that are accessing the server. The CAL must be of the same version or later; however, for Windows Server 2012 R2, you can use a Windows Server 2012 CAL to access the server.

For complete information about the different Microsoft CAL requirements, see the <u>Microsoft Product Terms</u>.

# Do additive CALs work with only specific editions of server software, such as Standard Edition or Enterprise Edition, or do they work with any edition?

Generally, additive CALs can access any edition of server software. For example, Exchange Server 2010 and Exchange Server 2013 are available in both a Standard Edition and Enterprise Edition. The Exchange Standard CAL and Exchange Enterprise CAL may be used with either edition of the server software.

For more information, download the Commercial Licensing brief, <u>Base and Additive Client Access</u> <u>Licenses (CALs): An explanation</u> (PDF, 523 KB).

# Do additive Remote Desktop Services (RDS) CALs work with only a specific version of server software, such as Windows Server 2012 or Windows Server 2012 R2, or do they work with any version?

The CAL version must correspond to the server software version that it accesses. Older versions of CALs can't be used with the newer version of the server software, but newer version RDS CALs can be used with an older version of the server software as defined in the RDS and TS CAL Interoperability Matrix.

The only exception to this rule is the R2 server releases; the older CALs sometimes work with the newer R2 release of server software. For example, there are no new Windows Server 2012 R2 RDS CALs required, so the current requirement is that you need at least a Windows Server 2012 RDS CAL to access RDS on Windows Server 2012 R2 servers.

# Company B is an affiliate (a term defined in Volume Licensing agreements) of Company A. I have CALs purchased by company A under a Select Agreement to access company A's servers. Can I also access servers purchased by company B (under an Open License) utilizing those CALs?

Yes. Your company's CALs permit access to servers licensed by your company or its affiliates. They don't permit access to any other entity's licensed servers.

# Do I need a Remote Desktop Services (RDS) CAL if I'm using a third-party technology (such as Citrix XenApp, Citrix XenDesktop, Ericom PowerTerm WebConnect, Quest Virtual Access Suite, GraphOn Go-Global) to do VDI on Windows Server?

Yes. An RDS CAL is required for any technology that's used to directly or indirectly interact with a graphical user interface of the server software. This includes (but isn't limited to) using Microsoft Remote Desktop Services or other third-party software that enables multiuser scenarios on Windows Server.

# Do I need an RDS CAL if I'm not running a multiuser environment but use functionality in Remote Desktop Services; for example, Remote Desktop Services Gateway?

Yes. An RDS CAL is required for the use of any functionality included in the Remote Desktop Services role in Windows Server. For example, if you're using RDS Gateway and/or Remote Desktop Web Access to provide access to a Windows client operating system on an individual PC/virtual desktop, both an RDS CAL and a Windows Server CAL are required.

For more information, download the Commercial Licensing brief, <u>Licensing Windows Server Remote Desktop Services and Microsoft desktop applications for use with RDS</u> (PDF, 508 KB).

If a user or device accesses a server running Windows Server but is authenticating via a thirdparty authentication application (non-Microsoft-based authentication), does the user or device still require a Windows Server CAL?

Yes, if the user or device is authenticated or otherwise individually identified by a server running Windows Server through any other means, the user or device must have a Windows Server CAL. The specific Windows Server CAL requirement is defined in the <u>Microsoft Product Terms</u>.

#### **Multiplexing**

I'm aware that "accessing or using the services or functionality of SQL Server or any of its components (for example, Reporting Services)" always requires a SQL Server CAL. What about a situation in which a user posts a report (a defined publication of information on a fixed schedule) and other users simply look at the report in an HTML file or on a website? They cannot actively influence the content that is being displayed. If the information from this report in HTML format is being made visible to other users, do they need SQL Server CALs? Yes. If those processes by which the data is made accessible to users are all automated, SQL Server CALs (or per Core licenses) are required because this use is considered a multiplexing scenario. Multiplexing doesn't reduce the number of Microsoft licenses that are required. End users are required to have appropriate licenses, regardless of their direct or indirect connection to the product. Any user or device that accesses the server, files, data, or content provided by the server that's made available through an automated process requires a CAL.

However, if someone manually uploads or sends an HTML file that was made by SQL Server to a website, then SQL CALs aren't required. For more information, download the Volume Licensing brief, Multiplexing—Client Access License (CAL) requirements (PDF, 594 KB).

#### **EC versus SPLA**

I have external users (users who are not employees or onsite contractors) who will access our servers. How do I choose between External Connector licenses or licensing these users through the Services Provider License Agreement (SPLA)?

An External Connector (EC) license is an alternative to CALs for each server that external users will access. An EC license assigned to a server permits access by any number of external users, as long as that access is for the benefit of the licensee and not the external user. If the usage doesn't meet these conditions, you need to choose SPLA because such access is considered Hosting.

#### **Multi-tenant**

I'm an SPLA Hosting Provider. Can end-customer—owned licenses (such as SQL Server, Exchange Server, or other server applications acquired through Microsoft Volume Licensing agreements) be relied on for licensing a guest user in my virtualized environment licensed under SPLA?

Yes. If your end customer has active Software Assurance on a qualifying server application licensed product, your end customer may use their qualifying license to run the application in an SPLA with allied application and server must be dedicated to

product, your end customer may use their qualifying license to run the application in an SPLA virtualized environment. The virtualized environment used by the end customer must be dedicated to the customer's sole use and may not be shared with any other separately licensed end customers. In addition, the SPLA providing the hosted service to the end customer must be an Authorized Mobility Partner.

For details, visit the License Mobility through Software Assurance webpage.

#### **Specialty server**

# I'm using Windows Server to run an Internet Web Solution or a High Performance Computing (HPC) workload. Do I need a CAL to access these workloads?

No. Windows Server doesn't require that a user or a device have a Windows Server CAL to access Internet Web Solutions or High Performance Computing workloads (see the <u>Microsoft Product Terms</u> for the definition of these workloads). For all other access to the server software, a CAL is required for each user or device.

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