

SOFTWARE LICENSING ADVISORS

LICENSING BRIEF

NEW USER LICENSING FOR WINDOWS DESKTOPS

New user subscription licenses for Windows extend, and will likely replace, the rights offered by some current licensing Windows licensing add-ons, but most of the devices that are eligible for use with these licenses will still require or will already likely have a Windows license assigned to the device.

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USER LICENSING FOR WINDOWS DESKTOPS

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Recent announcements of new “user” licensing for Windows have created a stir, with some hoping that the new approach will break down some of the barriers that make virtual desktop infrastructure (VDI) and remote access to Windows desktops so difficult.

A careful review of the published rules, however, suggests the new licenses and a new bundle that includes them, the Enterprise Cloud Suite (ECS), are modest extensions of existing licensing rights. The promise that the ECS offers "a pure per user licensing model" for an enterprise falls short of the rhetoric.

The rules, published in the Oct. 2014 edition of Microsoft's Product User Rights (PUR), are complex and nuanced, and need to be compared with earlier attempts to offer user licensing for Windows or to license access to VDI.

All rules cited in this document are linked to verbatim PUR excerpts in the references section of this document so that readers can see the full context for all of our citations.

Executive Summary

Our overall assessment of the new user licensing for Windows is that it offers some incremental rights to customers, but they will need to carefully evaluate how well these licenses fit their requirements.

We doubt that many customers will see any dramatic new options, and we believe that they could come at a significant cost. Although prices have not been announced, many of these rights are currently covered by products, such as Virtual Desktop Access Subscriptions and

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Companion Subscription Licenses, that do cost extra, and readers may want to assume that the new licenses will not cost less.

Key points:

- Any user license still requires a device licensed for Windows, plus Software Assurance (SA) or a substitute for SA.
- The new user licenses will in most cases only supplement rather than replace existing device licenses. As such, customers should be prepared to budget for licensing all of their devices AND all of their users in order to take full advantage of the new licenses. That will no doubt increase costs, possibly substantially. Since the new licenses are ongoing subscriptions, customers will be paying these new costs for the foreseeable future. They confer no perpetual rights.
- The primary focus of these new rights is access to virtual desktop infrastructure (VDI) and local virtual machines (VMs). Organizations that are not making broad use of VDI or local VMs may find little of interest here.
- Finally, while Microsoft bills the new user licenses as simplifying compliance, any organization that allows users to upgrade or install Windows on other devices at will may be setting itself up for a compliance nightmare.

We would like to see Microsoft clarify some of the compliance risks associated with these new licenses and would advise customers to have a full discussion of those risks with their Microsoft account team before proceeding with these licenses.

Would also like to see Microsoft more clearly delineate the boundary between non-Qualified Devices and Qualified Devices. User licensing of Windows and wider use of VDI on personal devices could bump up the number of Qualified devices that must be counted and trued up in Enterprise Agreements, and could increase customer costs substantially.

Licensing for VDI

Any effort to understand the changes requires some familiarity with Microsoft's vocabulary around Windows licensing.

First, Microsoft does not license full copies of Windows through volume programs. Only upgrades are generally available through volume licensing, and to be eligible for an upgrade, a PC must already have a full Windows license. The most common source for Windows licenses is to purchase a PC with Windows already installed on it by the manufacturer.

Windows licenses have almost always been assigned to physical devices. As the PUR, which describes licensing rights for software purchased through volume license programs, says of Windows licenses,

You must permanently assign each license to a single device.

Adding Software Assurance (SA) to a perpetual Windows license confers a broad set of additional rights.

SA can be purchased for a new PC in several ways—until July of 2014, it could simply be added to a new PC within 90 days of its purchase; SA is automatically added to Windows desktops that are part of an Enterprise Agreement; and a license for Windows Enterprise Edition (available only to devices licensed for both Windows and SA) can be purchased directly through Select and Open volume licensing programs.

Depending on the customer's agreement and size, SA costs range from \$25 to \$54 each year. SA terminates when the customer's volume agreement expires and can be maintained only by renewing it immediately in a new agreement.

Note that in any rules related to virtualization, Microsoft often refers to an Operating System Environment, OSE, a useful concept that crosses physical and virtual machine boundaries.

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 which 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 the operating system Instance or parts identified above. 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.

VDI Licensing Before October 2014

In addition to permitting discounted upgrades to a future version of Windows and other benefits, adding SA to a perpetual Windows license confers a broad right to install more copies of Windows in virtual environments without requiring additional licenses. Those rights were

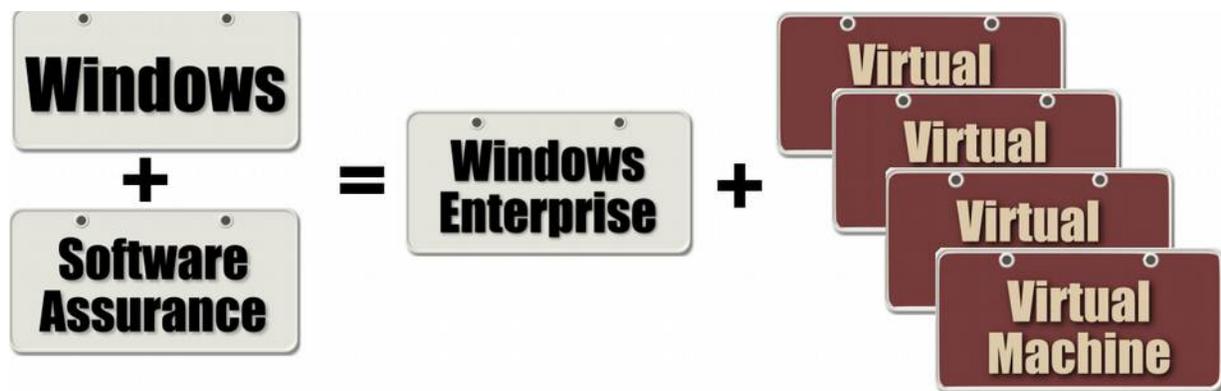
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modified in Oct. 2014, and to better understand the changes we will look first at the rights as they stood before October.

WINDOWS WITH SA

The previous PUR, of July 2014, does not state the right to install windows on VMs explicitly, but does describe the rights associated with a license for Windows Enterprise, which requires a Windows Professional license with SA.

Using the Licensed Device, you may remotely access up to four instances of the software running in virtual OSEs or one instance of the software running in one physical OSE on (a) device(s) in your datacenter.



(Note that the right to access Windows running on a physical device in the data center does not require SA as long as the user's device is licensed for the same or a later OS than the data center device.)

The right to create virtual machines and load Windows as the OS in those machines at no additional charge is a right associated with the user's device, since it is based on the Windows license assigned to the device. In this case, if the user's device has Software Assurance on Windows Professional, the licensee can install Windows in any number of VMs running in a corporate data center, and run four of them simultaneously on any other device licensed for Windows with other devices, as long as those devices have a Windows Professional license

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with SA. The OS on the device and in the VM can be Windows 8.1 Professional or any earlier version of a business edition of Windows

You may run Windows 8.1 Pro, Windows 8.1 Industry Pro, or any earlier version of the software, in place of any permitted instance.

WINDOWS WITHOUT SA

The restrictions on purchasing SA make VDI access difficult for customers without an Enterprise Agreement, those who never purchased SA or let it lapse without renewing it, or those who want to access Windows VMs from some other device, such as an iPad.

Microsoft's solution is a Virtual Desktop Subscription, an annual payment of \$60 to \$90 that is assigned to a specific device and grants that device most of the VDI rights that a PC with Windows and Software Assurance has, except the right to run it on the licensed device itself.

You must assign the Windows VDA license to a single device. Using the Licensed Device, you may remotely access up to four instances of the software running in virtual OSEs or one instance of the software running in one physical OSE on a device(s) in your datacenter.

You may not run the software locally on the Licensed Device.



In what is more a clarification than a new right, if the device already has a recent Windows Pro license assigned to it, the customer can run the latest version of Windows Pro on the device. This offers only marginal benefits since it is obvious that the device needs no further licensing to permit it to run a version of Windows for which it is already licensed. Customers might use the VDA subscription to upgrade the OS on the device, but terminating the subscription would require removing the upgrade and reinstalling the originally licensed version of Windows.

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As an exception, if a Windows 8.1 Pro, Windows 8 Pro, or a Windows 7 Professional license is also assigned to the Licensed Device, you may run one or more of the permitted instances of the software on the Licensed Device. You may run Windows 8.1 Enterprise, or any earlier version of the software or of Windows 8.1 Enterprise, in place of any permitted instance.

Your right to use the software under your Windows VDA license is non-perpetual; you may not access or use the software as permitted here after your subscription expires.

WINDOWS TO GO

Another variation on virtualization is Windows to Go, a right granted via SA on Windows or to VDA subscribers. It permits licensees to install Windows on a USB drive and run in on another device.

You may create and store an instance of the software on up to two USB drives.

However much Windows to Go might look like a user license—imagine a user wandering about with a USB drive running Windows on any device capable of doing so—it is severely restricted by a rule that any device used with the USB drive must already have a Windows device license with SA, or a VDA subscription.

You may run the instance stored on the USB drive on any Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA Licensed Device.

COMPANION SUBSCRIPTION LICENSE

Another VDI licensing option is a Companion Subscription License (CSL, \$44 to \$62 per year). Specifically designed to capture at least some revenue from the bring-your-own-device (BYOD) trend, which saw many users accessing VDI without proper licensing, the CSL is an add-on to a Windows license with SA or a VDA subscription.

You must assign each license to a device on which you have active Windows Software Assurance, Windows Industry Software Assurance coverage or to which you have assigned your qualifying Windows VDA subscription license.

The CSL then provides licensing coverage for a specific range of devices. These can be any personally owned device or any corporate-owned device that is not a PC capable of running Windows. Commentators have noted that this would seem to discourage corporations from purchasing devices such as a Surface Pro, which is not an eligible companion device, in favor of iPads, for example.

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“Companion Device” means any additional device that is used by the Primary User, and either (i) is not capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

The CSL gives the user the right to access VDI from up to four such devices.

The Primary User of the Licensed Device may remotely access from a Companion Device any permitted Instance of the software Running on servers in your datacenter under your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section.

The Primary User may exercise these rights from or on up to four Companion Devices in any given 90 day period.

The CSL, again, has certain qualities that could be called “user” licensing, since the four devices used to access VDI are determined by the user and can easily be changed. No Windows licenses are assigned directly to the devices. However, the foundation for all of these rights is a specific PC licensed for Windows and Software Assurance. The CSL is not valid apart from that device.

New User Licensing

In Oct. 2014, Microsoft introduced two new licenses, which both have the term “user” in them. These licenses are associated with a variety of other licenses, listed as

- Windows Enterprise (Per User and Per Device),
- Windows Embedded Industry Enterprise (Per Device),
- and Windows Virtual Desktop Access (VDA) (Per User and Per Device).

The main surprise here is the suggestion that Microsoft will license VDA per user. That has not been possible in the past. It may be an artifact of the new licensing model, but that small change may give customers more flexibility than any of the new licenses Microsoft has created.

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WINDOWS ENTERPRISE SA PER USER USL

The first new license is the Windows Enterprise SA Per User USL. USL refers to a User Subscription License and the term is used for many Microsoft subscription offerings, such as Office 365 products.

Although this is nominally a user license, its rights are tightly associated not with a user but with a user's device.

- The user to which the license is assigned, must be the primary user of at least one device licensed for Windows.
- That must be the device they use for most of their work.

Windows Enterprise SA Per User USL: The Licensed User must be the Primary User¹ of at least one device licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User's primary work device.

A Primary User is defined elsewhere in the PUR.

"Primary user," for purposes of this section, means the user who uses the device more than 50% of the time in any 90 day period.

Note an important omission here: SA is not required. That makes the Windows Enterprise SA Per User USL very similar to the existing VDA subscription, which also grants SA-like rights for devices that are not covered with SA.

However, the VDA subscription is more liberal in one important respect: it does not require the user to have a Windows PC. While a VDA subscription must be assigned to one device (as must the Windows Enterprise SA Per User USL) that device can be a Mac, an iPad, a Blackberry, a ChromeBook, etc.

WINDOWS ENTERPRISE SA PER USER ADD-ON

The second new "user" license is the Windows Enterprise SA Per User Add-On. The main difference here is that the user device must have SA.

Windows Enterprise SA Per User Add-on: The Licensed User must be the Primary User¹ of a device with either active Windows Desktop Operating System Software Assurance coverage or Windows VDA coverage.

Add-ons, in Microsoft parlance, are subscriptions to services that supplement another license for a fee, but that fee is lower than the fee charged if the customer does not have that other license.

In this case, the Windows Enterprise SA Per User USL delivers SA rights to a device that does not have it, similar to the VDA, and while prices have not been announced (at this writing) we would expect this product to be licensed for at or above the cost of the VDA subscription.

Those who license via the Add-on, in contrast, are already paying for SA, and their price is likely to be lower, probably in the range of the CSL. In confirmation of this, the CSL has been granted rights equivalent to the Add-on.

Beginning December 1, 2014, all Windows Companion Subscription Licenses have the same use rights as if they were Windows Enterprise SA Per User Add-on.

New Virtualization Rights

The rights granted by the new licenses are outlined in a useful table in the PUR, and we will look at them one at a time. (The table is included in the references at the end of this document, on page 19.)

ITEM 1: THE RIGHT TO ACCESS VDI

The first row applies to both conventional Windows device licenses, such as SA on a Windows device, and its associated VDI rights, as well as to the new user licenses.

Any user of a Licensed Device, or any device used by a Licensed User; may remotely access up to four Instances of the Software Running in Virtual OSEs or one Instance of the Software Running in one Physical OSE on (a) device(s) in your datacenter.

The rules for conventional device licensing are unchanged here. The key change is the phrase “or any device used by a Licensed User.” When VDI access is licensed via SA assigned to a Windows device, that device is the only device that can be used to access VDI. When VDI access is licensed via a USL or a user Add-on, the user may access VDI from any device. As we noted earlier, this is the right granted by the CSL, but it is broader in two ways.

- The limit of four devices has been waived
- There is no restriction against Windows-capable devices owned by the licensee

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We should note that the second change will not be useful to most customers with Enterprise Agreements. Any corporate-owned Windows-capable device used to access VDI is a “Qualified Device” that may require full Windows, Office, and CAL licensing of its own. In other words, such devices can always form the licensing base for a USL, but the USL does not grant them VDI rights beyond what they already have.

Furthermore, the USL and Add-on provide access to only one product running in VDI—the Windows OS. If devices accessing a remote VM through these rights encounter Office in the VM, they will need a separate Office license. If they access any of the organization's servers—a Windows Server, Exchange, SharePoint, Lync, SQL Server, and so on—they will need the appropriate Client Access Licenses. Fortunately, many customer have licensed these CALs via a CAL Suite, such as the Core CAL Suite or the Enterprise CAL Suite, assigned per user. With user CALs, accessing VDI from some other device via these new licenses will not trigger additional CAL requirements.

ITEM 2A: LOCAL VM LICENSING FOR LICENSED DEVICES

The second row of the table covers the use of VMs running on the user's local device when SA is assigned to a device or it has a VDA subscription. They are unchanged from previous rules.

In addition to item 1, you may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. If all of the Instances permitted to run in Virtual OSEs locally are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs. For Windows VDA (Per Device), the Licensed Device must also be licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise.

This language simply restates the rules for running multiple copies of the OS in VMs on the local device, previously granted to devices with SA on Windows or a VDA subscription.

ITEM 2B: LOCAL VM LICENSING FOR LICENSED USERS

Item 2B covers local VM rights for the new USL and Add-on licenses. Users can access VDI not just from the device for which the user is the primary user, but from any device licensed for Windows business editions. One way to describe this would be “portable SA,” the right to create and run VMs on different devices, apparently (but not explicitly) unlinking SA rights from a single device and permitting their use at will on other devices.

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In addition to item 1, you may run up to four instances in virtual OSEs and one instance in the physical OSE locally on devices licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.

Although Microsoft talks about how user licensing will simplify licensing and compliance, we see potential for a compliance nightmare. What happens when someone with a USL decides to upgrade another PC (not their primary device) from Window 7 Professional to Windows 10 Enterprise, via the right to run “one instance in the physical OSE locally”?

If the next user of that device does not have a user license, they should not only delete any of the virtual machines that the employee with the user license may have installed, and they may also have to restore the original Windows 7 Professional OS if the device is not licensed for Windows 10 and the user is not licensed for the upgrade. We suspect that few organizations will welcome frequent re-imaging of devices to accommodate a small number of VDI users, or the prospect that an unknown number of their PCs are now restricted to users with Windows user licenses.

ITEM 3: INSTALLING WINDOWS ON SMALL MOBILE DEVICES

The third row in the table says the licensed user can install Windows on devices with “integrated” screens as long as those screens are 10.1 inches or smaller.

In addition to items 1 and 2B above, you may install the Software on devices with integrated screens 10.1” diagonally or less.

Integrated screens are not defined, but we presume these are devices that, in a single body, incorporate computing circuitry, physical interfaces (USB ports, headphone jacks, etc.) and a display.

This right may be of interest to some customers who want to maintain consistent desktop images on tablets and PCs. This right would seem to permit upgrading a small Windows-capable device from Windows Home to Windows Professional or Enterprise, for example.

We should note that Microsoft has already granted low-cost or no-cost Windows licenses to manufacturers of devices that have screens 9” or smaller or that sell for less than \$200, so purchasing a Windows User license may not provide a significant incremental benefit.

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We would also note that any Windows-capable device that is used to access VDI fits squarely into the definition of a Qualified Device for Enterprise Agreement customers, so customers in that situation may be purchasing full Windows (per device) and Office licenses, and possibly CALs, for these devices anyway.

ITEM 4: WINDOWS TO GO

The fourth row of the table restates the standard Windows to Go rights for customers who remain on device licensing, and extends it for customers who have the new user licenses.

You may create and store an instance of the software on up to two USB drives and use them on Licensed Devices if licensed per device and on any device if licensed per user.

Those with user licenses are no longer limited to using USB devices with a Windows OS on them only on devices with SA on Windows or a VDA subscription. This is a welcome relief, since it is impossible to sit at the console of a Windows device and determine whether the OS has SA coverage or is licensed via VDA. That requirement has made Windows to Go dangerous from a licensing compliance perspective, and that limitation remains for those who do not have user licenses.

ITEM 5: RIGHT TO RUN EARLIER VERSIONS

For readers wondering whether Windows XP would ever show its face in this discussion, here it is. This row of the table grants both device and user licensees to use any previous version of a business edition of Windows, including Vista Business, Windows XP Professional, Windows 2000, and so on, available in a virtual machine, running either locally or in VDI.

You may run Windows 8.1 Pro or Enterprise, Windows 8.1 Industry Pro or Enterprise, or any earlier versions of the Software, in place of any permitted Instance.

This right is always available for any physical device that is using volume upgrade licenses, but those who maintain OEM rights are otherwise restricted from downgrading Windows 8 or later to Windows XP. (Note that re-imaging PCs with volume Windows images does not alter the OEM rights unless the customer has purchased Windows upgrades as well, such as in an Enterprise Agreement. In that case, the more liberal volume licensing downgrade rights apply.)

REFERENCE DOCUMENTS

The following text consists of excerpts from Microsoft's current and previous Product Use Rights documents. For the complete PUR, go to <http://www.microsoft.com/licensing/products/products.aspx>.

Microsoft Product Use Rights, Oct. 2014

CLARIFICATION AND SUMMARY OF CHANGES

License Reassignment

Clarified that short-term and early reassignment do not apply to Enterprise Mobility Suite.

Windows Server 2012 R2

Added Enterprise Mobility Suite User SL as fulfilling Base CAL requirement and clarified that only the full Enterprise Mobility Suite User SL satisfies the access requirement for Windows Server 2012 R2 Rights Management Services.

Exchange Server 2013

Added Enterprise Mobility Suite User SL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

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Forefront Unified Access Gateway 2010

Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement.

Lync Server 2013

Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

SharePoint Server 2013

Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Windows MultiPoint Server 2012

Added Enterprise Mobility Suite User CAL as fulfilling Base CAL requirement and that full Enterprise Mobility Suite User SL satisfies access requirement for Additional Functionality.

Appendix 2, Software Assurance Benefits

Added Microsoft Dynamics AX 2012 R3 Servers Fail-over Servers; and Windows (Per User and Per Device), Windows Industry (Per Device), Windows Virtual Desktop Access (VDA) (Per User and per Device, and Windows To Go.

Deleted Windows 8.1 Enterprise (under Windows Desktop Operating System Software Assurance) and Windows 8.1 Industry Enterprise (under Windows Industry Software Assurance); Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise (under Windows VDA); and Windows To Go Rights (under Windows Desktop Operating System Software Assurance, Windows VDA, and Windows Industry Software Assurance).

DEFINITIONS

Client OSE means an OSE running a client operating system.

Licensed Device means the single physical hardware system to which a license is assigned.

Licensed User means the single person to whom a license is assigned.

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 which 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 the operating system Instance or parts identified above. 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.

Qualifying Third Party Device means a device that is not controlled, directly or indirectly, by you or your affiliates (e.g., a third party's public kiosk).

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SL means subscription license.

VDI Licensed Device means a device to which you assign a VDI suite license and from which you access and remotely use virtual Client OSEs.

VDI Host means a device on which you host virtual Client OSEs running software you access and remotely use from VDI Licensed Devices.

VDI Software means the Microsoft software for which you are granted use, access or management rights under the VDI Suite license.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

DESKTOP OPERATING SYSTEMS (PER COPY PER DEVICE)

“Primary user,” for purposes of this section, means the user who uses the device more than 50% of the time in any 90 day period.

1. You must permanently assign each license to a single device.
2. You may install one copy of the software on the Licensed Device or within a local virtual hardware system on the Licensed Device.
3. You may use the software on up to two processors.
4. Local use is permitted for any user.
5. Remote use is permitted for the primary user of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
6. Only one user may access and use the software at a time.

APPENDIX 2: SOFTWARE ASSURANCE BENEFITS

Windows Enterprise (Per User and Per Device), Windows Embedded Industry Enterprise (Per Device), and Windows Virtual Desktop Access (VDA) (Per User and Per Device)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"Instance", "Licensed Device", "OSE", "Physical OSE", "Running Instances", and "Virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Embedded Industry Enterprise.

"Licensed Device," as used here, refers to the device to which you assign active coverage.

"Licensed User", as used here, refers to the user to which you assign active coverage. If the underlying user license is transferred from one person to another, the original user of the license is no longer licensed.

Use of the Software in this section is governed by the General License Terms in the Desktop Operating System (Per Copy Per Device) section of these Product Use Rights, the Product-Specific License Terms for Windows Enterprise or Windows Embedded Industry Enterprise and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System sections.

Your right to use the Software as described here is non-perpetual; you may not access or use the Software, as permitted here, after your Software Assurance or VDA coverage expires.

Windows Software Assurance Per User License Assignment Rules:

- Windows Enterprise SA Per User USL: The Licensed User must be the Primary User¹ of at least one device licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User's primary work device.
- Windows Enterprise SA Per User Add-on: The Licensed User must be the Primary User¹ of a device with either active Windows Desktop Operating System Software Assurance coverage or Windows VDA coverage.

¹ as that term is defined in the Desktop Operating Systems section



Item		Windows Enterprise SA		Win Emb. Ind. Ent. SA	Windows VDA	
		Per Device	Per User	Per Device	Per Device	Per User
1	Any user of a Licensed Device, or any device used by a Licensed User; may remotely access up to four Instances of the Software Running in Virtual OSEs or one Instance of the Software Running in one Physical OSE on (a) device(s) in your datacenter.	X	X	X	X	X
2A	In addition to item 1, you may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. If all of the Instances permitted to run in Virtual OSEs locally are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs. For Windows VDA (Per Device), the Licensed Device must also be licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise.	X		X	X	
2B	In addition to item 1, you may run up to four instances in virtual OSEs and one instance in the physical OSE locally on devices licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.		X			X
3	In addition to items 1 and 2B above, you may install the Software on devices with integrated screens 10.1" diagonally or less.		X			X
4	You may create and store an instance of the software on up to two USB drives and use them on Licensed Devices if licensed per device and on any device if licensed per user.	X	X	X	X	X
5	You may run Windows 8.1 Pro or Enterprise, Windows 8.1 Industry Pro or Enterprise, or any earlier versions of the Software, in place of any permitted Instance.	X	X	X	X	X
6	You do not need a license to access your permitted Instances only to administer the Software.	X	X	X	X	X

Roaming Use Rights (under Windows Desktop Operating System Software Assurance (Per Device), Windows VDA (Per Device), and Windows Embedded Industry Software Assurance (Per Device))

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "qualifying third-party device", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section or the Windows Embedded 8.1 Industry section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

- The single primary user¹ of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device² from anywhere off your or your affiliates' premises.

- The same user may also run one instance of the software in a virtual OSE on a Qualifying Third Party Device while off your and your affiliates' premises.
- The same user may also run the instance on a USB drive (subject to Windows to Go Rights) on a Qualifying Third Party Device while off your and your affiliates' premises.
- All Roaming Rights use must be for work-related purposes.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

² Despite anything in your volume licensing agreement to the contrary, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Companion Devices

For the purposes of this section:

“Primary User” means the user who uses a Windows Software Assurance, Windows Embedded Industry Software Assurance, or Windows VDA Licensed Device more than 50% of the time in any 90 day period.

“Companion Device” means any additional device that is used by the Primary User, and either (i) is not capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

[WINDOWS RT COMPANION DEVICES \(UNDER WINDOWS DESKTOP OPERATING SYSTEM SOFTWARE ASSURANCE, WINDOWS INDUSTRY SOFTWARE ASSURANCE, OR WINDOWS VDA\)](#)

“Window RT Companion Device” means a Companion Device you (not a third party) have licensed for Windows RT or Windows RT 8.1.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section from a Windows RT Companion Device.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

[WINDOWS COMPANION SUBSCRIPTION LICENSE \(SL\)](#)

Beginning December 1, 2014, all Windows Companion Subscription Licenses have the same use rights as if they were Windows Enterprise SA Per User Add-on.

Active Software Assurance coverage for the Windows Desktop Operating System, Windows Industry Operating System or Windows VDA subscription license provides you with eligibility to acquire Windows Companion SLs. These licenses are an optional and separate purchase from Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA license. You may not assign more than one Windows Companion SL per device. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- You must assign each license to a device on which you have active Windows Software Assurance, Windows Industry Software Assurance coverage or to which you have assigned your qualifying Windows VDA subscription license.
- The Primary User of the Licensed Device may remotely access from a Companion Device any permitted Instance of the software Running on servers in your datacenter under your Windows Software Assurance coverage, Windows Industry Software



Assurance, or Windows VDA as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section.

- The Primary User may also Run an Instance, created and stored on a USB drive as permitted under the Windows To Go section on a Companion Device.
- No other user may use the software under the corresponding Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- The Primary User may exercise these rights from or on up to four Companion Devices in any given 90 day period.
- Your right to use the software on a Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Companion SL or corresponding Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

Source: Microsoft Product Use Rights, October 2014

Microsoft Product Use Rights, July 2014

DEFINITIONS

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

Licensed Device means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

Licensed Server means the single Server to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

Licensed User means the single person to whom a license is assigned.

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 which 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 the operating system Instance or parts identified above. 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.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

SL means subscription license.

VDI Licensed Device means a device to which you assign a VDI suite license and from which you access and remotely use virtual Client OSEs.

VDI Host means a device on which you host virtual Client OSEs running software you access and remotely use from VDI Licensed Devices.

VDI Software means the Microsoft software for which you are granted use, access or management rights under the VDI Suite license.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.



[DEFINED TERMS IN THIS LICENSE MODEL \(SEE UNIVERSAL LICENSE TERMS\)](#)

Licensed Device

“Primary user,” for purposes of this section, means the user who uses the device more than 50% of the time in any 90 day period.

1. You must permanently assign each license to a single device.
2. You may install one copy of the software on the Licensed Device or within a local virtual hardware system on the Licensed Device.
3. You may use the software on up to two processors.
4. Local use is permitted for any user.
5. Remote use is permitted for the primary user of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
6. Only one user may access and use the software at a time.
7. Another user can access the software at the same time, using Remote Assistance or similar technologies, solely to provide technical support.

[COMBINED LICENSING MODELS](#)[Virtual Desktop Infrastructure \(VDI\) Suite](#)

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:[SUBSCRIPTION LICENSE](#)

VDI suite licenses are subscription licenses. The right to use software under a subscription license expires upon expiration or termination of the enrollment or volume licensing agreement under which you acquired the license. Despite anything to the contrary in your volume licensing agreement, your right to use or access software or Manage OSEs under a VDI suite license ends when that license expires.

[ROAMING USE RIGHTS](#)

Except as provided below, the single primary user of the VDI Licensed Device may remotely access the virtual Client OSEs from any Qualifying Third Party Device without acquiring a separate VDI suite license for that device. Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any enterprise products solely under Roaming Use Rights.

- When the primary user is on your or your affiliates’ premises, Roaming Use Rights are not applicable.
- The limitations against accessing Windows Server software to host a graphical user interface (using RDS functionality or other technology) continue to apply when the Roaming Use Rights are invoked.
- You may not permit access to the virtual Client OSEs from the VDI Licensed Device and a third party device at the same time.
- All access under the Roaming Use Rights must be for work-related purposes.
- The primary user’s right to access the virtual Client OSEs under the Roaming Use Rights terminates when the corresponding rights on the VDI Licensed Device expire, there is a change in the primary user status or when the primary user leaves your organization. At that time, you must ensure that that user is no longer accessing the virtual Client OSEs under Roaming Use Rights.

[APPLICABLE USE RIGHTS](#)

Your access and use of VDI software and management of virtual Client OSEs accessed by your VDI Licensed Device are governed by the license terms for VDI software, as modified by these license terms. VDI suite licenses are per device only. The prohibition against separation of software components stated in your volume licensing agreement does not apply to your use of VDI software.

[SOFTWARE RIGHTS](#)

The VDI Suite provides rights to use or access any version of the following VDI software during the term of your enrollment or volume licensing agreement:

- Windows Server Remote Desktop Services (“RDS”)
- System Center – Virtual Machine Manager (“VMM”)



REMOTE DESKTOP SERVICES

You may directly or indirectly access RDS from your VDI Licensed Device except as follows. You may not access Windows Server software to host a graphical user interface (using RDS functionality or other technology) either:

- directly from your VDI Licensed Device or
- indirectly through a virtual OSE on your VDI host.

Despite anything to the contrary in the license terms for Windows Server, you do not need an RDS CAL for either the VDI Licensed Device or the VDI host to permit this access. You must, however, acquire and assign a base Windows Server CAL to both devices or to the accessing user.

SYSTEM CENTER – VIRTUAL MACHINE MANAGER

You may use VMM under your VDI suite license to manage, at any one time, up to four virtual Client OSEs in which software you are using remotely from your VDI Licensed Device is running. Those virtual OSEs may be on up to four different VDI hosts. You may not manage OSEs that are not on VDI hosts.

APPENDIX 2: SOFTWARE ASSURANCE BENEFITS

Windows 8.1 Enterprise (under Windows Desktop Operating System Software Assurance) and Windows 8.1 Industry Enterprise (under Windows Industry Software Assurance)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "licensed device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise.

Use of the software under your active Windows Software Assurance coverage or Windows Industry Software Assurance coverage is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. For Windows Software Assurance and Windows Industry Software Assurance, the Licensed Device is the device to which you assigned the underlying Windows or Windows Industry license to which you have attached active coverage.
2. Using the Licensed Device, you may remotely access up to four instances of the software running in virtual OSEs or one instance of the software running in one physical OSE on (a) device(s) in your datacenter.
3. You may also run up to four instances in virtual OSEs and one instance in the physical OSE locally on the Licensed Device.
4. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.
5. You may run two instances of the software in the physical OSE as an alternative to running the software remotely in your datacenter or locally in virtual OSEs.
6. You may run Windows 8.1 Pro, Windows 8.1 Industry Pro, or any earlier version of the software, in place of any permitted instance.
7. You do not need a license to access your instances only to administer the software.
8. Your right to use the software as described here is non-perpetual; you may not access or use the software, as permitted here, after your Software Assurance coverage expires.
9. The perpetual right to run the software without Software Assurance is described in the Desktop Operating System section of the Product Use Rights without the additional rights and limitations here.

Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise (under Windows VDA)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise.

Use of the software under your active Windows VDA subscriptions is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. You must assign the Windows VDA license to a single device.



2. Using the Licensed Device, you may remotely access up to four instances of the software running in virtual OSEs or one instance of the software running in one physical OSE on a device(s) in your datacenter.
3. You may not run the software locally on the Licensed Device.
4. As an exception, if a Windows 8.1 Pro, Windows 8 Pro, or a Windows 7 Professional license is also assigned to the Licensed Device, you may run one or more of the permitted instances of the software on the Licensed Device. You may run Windows 8.1 Enterprise, or any earlier version of the software or of Windows 8.1 Enterprise, in place of any permitted instance.
5. With the exception of access for technical support using of Remote Assistance or similar technology, the remote access rights in the Desktop Operating System section do not apply.
6. You do not need a license to access your instances only to administer the software.
7. Your right to use the software under your Windows VDA license is non-perpetual; you may not access or use the software as permitted here after your subscription expires.

Roaming Use Rights (under Windows Desktop Operating System Software Assurance, Windows VDA, and Windows Industry Software Assurance)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "qualifying third-party device", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section or the Windows 8.1 Industry section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. The single primary user¹ of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device² from anywhere off your or your affiliates' premises.
2. The same user may also run one instance of the software in a virtual OSE on a Qualifying Third Party Device while off your and your affiliates' premises.
3. The same user may also run the instance on a USB drive (subject to Windows to Go Rights) on a Qualifying Third Party Device while off your and your affiliates' premises.
4. All Roaming Rights use must be for work-related purposes.
5. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
6. Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

² Despite anything in your volume licensing agreement to the contrary, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Windows To Go Rights (under Windows Desktop Operating System Software Assurance, Windows VDA, and Windows Industry Software Assurance)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "qualifying third-party device", "running instances" "Software," as used here, refers to Windows 8.1 Enterprise. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section and the license terms here. Instances you are permitted to create and use under this section are in addition to those you are permitted to make under the "Windows 8.1 Enterprise (under Windows Desktop Operating System Software Assurance) and Windows 8.1 Industry Enterprise (under Windows Industry Software Assurance)," "Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise (under Windows VDA)," and "Roaming Use Rights (under Windows Desktop Operating System Software Assurance, Windows VDA, and Windows Industry Software Assurance)" sections. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8.1 Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.



- You may create and store an instance of the software on up to two USB drives.
- You may run the instance stored on the USB drive on any Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA Licensed Device.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software under Windows To Go Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

Companion Devices

For the purposes of this section:

“Primary User” means the user who uses a Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA Licensed Device more than 50% of the time in any 90 day period.

“Companion Device” means any additional device that is used by the Primary User, and either (i) is not capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

[WINDOWS RT COMPANION DEVICES \(UNDER WINDOWS DESKTOP OPERATING SYSTEM SOFTWARE ASSURANCE, WINDOWS INDUSTRY SOFTWARE ASSURANCE, OR WINDOWS VIRTUAL DESKTOP ACCESS \(VDA\)\)](#)

“Window RT Companion Device” means a Companion Device you (not a third party) have licensed for Windows RT or Windows RT 8.1.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section from a Windows RT Companion Device.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

WINDOWS COMPANION SUBSCRIPTION LICENSE (SL)

Active Software Assurance coverage for the Windows Desktop Operating System, Windows Industry Operating System or Windows VDA subscription license provides you with eligibility to acquire Windows Companion SLs. These licenses are an optional and separate purchase from Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA license. You may not assign more than one Windows Companion SL per device. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- You must assign each license to a device on which you have active Windows Software Assurance, Windows Industry Software Assurance coverage or to which you have assigned your qualifying Windows VDA subscription license.
- The Primary User of the Licensed Device may remotely access from a Companion Device any permitted Instance of the software Running on servers in your datacenter under your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section.
- The Primary User may also Run an Instance, created and stored on a USB drive as permitted under the Windows To Go section on a Companion Device.
- No other user may use the software under the corresponding Windows Software Assurance, Windows Industry Software Assurance, or Windows VDA at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.



- The Primary User may exercise these rights from or on up to four Companion Devices in any given 90 day period.
- Your right to use the software on a Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Companion SL or corresponding Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

Source: Microsoft Product Use Rights, October 2014



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Software Licensing
Advisors

