

Microsoft Dynamics 365 Terms & Conditions

Universal License Terms

Universal License Terms apply to all [software Products](#) licensed through Microsoft Volume Licensing (except where specifically noted in the License Model Terms and/or the Product-Specific License Terms).

Definitions

Terms used in the Product Terms but not defined in the [Glossary](#) will have the definition provided in Customer's volume licensing agreement.

Customer's Use Rights

If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a [License](#) for each Product and separately licensed functionality used on a device or by a user.

Rights to Use Other Versions and Lower Editions

For any permitted copy or [Instance](#), Customer may create, store, install, run or access in place of the version licensed, a copy or [Instance](#) of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. [Licenses](#) for prior versions and lower editions do not satisfy the licensing requirements for a Product.

Third Party Software

The software may contain third party proprietary or open source programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one [OSE](#) under a single License (even if the [OSEs](#) are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any

right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Use of Products After End of Support Period

Notwithstanding anything to the contrary in customer's volume licensing agreement, Microsoft shall have no responsibility or liability for any losses or damages due to performance issues (including but not limited to security vulnerabilities, data loss, or service interruptions) of a Product that customer uses after the end of the applicable support period as provided in the Product Support Lifecycle [<https://learn.microsoft.com/lifecycle/products/>]. Continued use of such Products after the end of support is at the Customer's sole risk.

Software Assurance

SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the [License](#), unless otherwise noted in the benefit description.

Outsourcing Software Management

Outsourcing on Dedicated Devices

Customers may use licensed copies of the software on devices that are under the day-to-day management and control of [Authorized Outsourcers](#), provided all such devices are and remain fully dedicated to Customer's use.

Flexible Virtualization Benefit

Customers with subscription licenses or [Licenses](#) with active Software Assurance (including [CALs](#)) may use licensed copies of the software on devices, including shared [Servers](#), that are under the day-to-day management and control of [Authorized Outsourcers](#).

Outsourcing on Cloud Solution Provider-Hosters

Customers with subscription licenses or [Licenses](#) with active Software Assurance (including [CALs](#)) may access their licensed copies of software that is provided by a Cloud Solution Provider-Hoster and installed on that partner's devices.

Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to use or access software on devices that are under the management or control of a third party. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

License Assignment and Reassignment

Before Customer uses software under a [License](#), it must assign that [License](#) to a device or user, as appropriate. Customer may reassign a [License](#) to another device or user, but not less than 90 days since the last reassignment of that same [License](#), unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation of [CALs](#), Client [Management Licenses](#) and user or device [SLs](#) to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any

Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying License. Additional terms apply to the reassignment of Windows desktop operating system per device licenses, as detailed in the [Windows Product Entry](#)

Technical Measures

Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

Activation and validation

Customer shall use the appropriate product key provided by Microsoft for activation and validation of the software Product being installed by the Customer. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK) or Microsoft Entra ID based activation. Customer may not circumvent activation or validation.

Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a [Licensed Device](#) and may use the fonts included with or installed by that software 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.

Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

Bing

For any component of Software that is powered by Bing, as disclosed in the product documentation, use of Bing by end users is governed by the Microsoft Services Agreement (<https://www.microsoft.com/servicesagreement/>), the Microsoft Privacy Statement (<https://privacy.microsoft.com/privacystatement>), the Microsoft Bing Maps and Embedded Maps Service Terms of Use (<https://www.microsoft.com/maps/bing->

[maps/product/enduserterms](#)), except that noncommercial use limitations do not apply to Products available for a fee through Microsoft volume license. The Data Protection Addendum does not apply to use of Bing within Software.

Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any [Server](#) Product or Microsoft Desktop Optimization Pack.

Multiplexing

Hardware or software that a Customer uses to:

- pool connections or reduce the number of [OSE](#)'s, devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of [Licenses](#) of any type that a customer needs.

Administrative and Support Rights

Customer may allow access to server software running in any permitted [OSE](#) by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to [Licensed Users](#) or on [Licensed Devices](#).

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute "Distributable Code". The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer's use of Distributable Code.

Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- **REDIST.TXT Files:** Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- **Sample Code, Templates, and Styles:** Customer may modify, copy, and distribute the source and object code form of code marked as "sample", "template", "simple styles" and "sketch styles."
- **Third Party Distribution:** Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- **Image Library:** Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Processing of Personal Data; GDPR

Except as otherwise provided in the [Privacy & Security Terms](#), to the extent Microsoft is a processor or subprocessor of [Personal Data](#) in connection with a software Product, Microsoft makes the commitments in the [Data Protection Addendum](#), including for any processing for business operations incident to providing the software Product. When Microsoft is a controller, Microsoft will handle [Personal Data](#) in accordance with the Product documentation and Microsoft Privacy Statement (aka.ms/privacy), and the [Data Protection Addendum](#) terms do not apply. Please see the Product documentation for details on any processing of [Personal Data](#) in connection with software Products and Customer's configuration options.