



CIRRO

Microsoft Services Provider License Agreement (SPLA) – Service Description



X

Microsoft Services Provider License Agreement (SPLA)..... 3

 Scope of the Service 3

 Licensing & Usage Model 3

 Service Responsibilities 3

 Compliance & Audit..... 4

 Termination & Exit 4

 Data Export Format at Service Exit..... 4

X

Microsoft Services Provider License Agreement (SPLA)

The Microsoft Services Provider License Agreement (SPLA) service enables customers to access and use Microsoft software products on a subscription basis, hosted and managed by an authorised SPLA service provider. The service allows organisations to consume Microsoft server and application software as an operational expense, without the need to purchase perpetual licenses.

Under the SPLA model, Microsoft software is licensed on a monthly, usage-based basis, providing flexibility to scale licenses up or down in line with business demand. The service is particularly suited to hosted, cloud, and managed service environments, including infrastructure, platform, and virtual desktop services.

Scope of the Service

The SPLA service includes the provision of Microsoft software licenses for eligible products, which may include (but are not limited to):

- Windows Server
- Remote Desktop Services (RDS)
- Microsoft SQL Server
- Microsoft System Center
- Microsoft Office (SPLA-eligible versions, where applicable)

Licenses are provided solely for use within the service provider's hosted or managed environment and are not transferable to customer-owned infrastructure.

Licensing & Usage Model

Licenses are allocated and reported on a monthly basis, based on actual usage during the reporting period. Usage may be measured by metrics such as processor cores, virtual machines, named users, or subscriber access licenses (SALs), depending on the product.

The service provider is responsible for:

- Monthly license reporting to Microsoft
- Ensuring license compliance and eligibility
- Managing license changes in response to service scaling

Customers are charged monthly in arrears for licenses consumed during the period.

Service Responsibilities

The service provider manages:

- Procurement and administration of SPLA licenses
- Compliance with Microsoft SPLA terms and conditions

X

- Ongoing reporting and audit support

Customers are responsible for:

- Using the software in accordance with agreed terms
- Providing accurate information to support license allocation
- Ensuring user counts or usage levels are communicated where required

Compliance & Audit

The SPLA service operates in accordance with Microsoft licensing requirements. The service provider may conduct or support periodic internal compliance checks, and customers may be required to cooperate with audits initiated by Microsoft or its authorised representatives.

Termination & Exit

At service termination, customer rights to use SPLA-licensed software cease. The service provider will ensure that access to SPLA software is withdrawn or replaced with customer-owned licenses where applicable. No residual rights to the software are retained by the customer following termination.

The Microsoft SPLA service provides a flexible, compliant, and scalable way for organisations to access Microsoft software within hosted and managed environments, while reducing upfront costs and simplifying license management.

Data Export Format at Service Exit

At service termination or expiry, customer-owned data will be exported and returned in **industry-standard, non-proprietary formats** to support portability and reuse.

Typical export formats include:

User and Shared Files

Native file system structures (e.g. NTFS), provided as encrypted archives (ZIP or TAR) or via secure file transfer.

User Profiles and Application Data

Directory-based file exports preserving folder hierarchy and file permissions where technically feasible.

Configuration Data (where applicable)

Text-based formats such as CSV, JSON, XML, or vendor-standard configuration files.

Virtual Machine Images (if in scope)

Standard virtual disk formats such as VHD, VHDX, or OVA, subject to contractual agreement and licensing constraints.

All data exports are encrypted in transit and, where applicable, at rest. Proprietary provider systems, shared platform metadata, operational logs, and third-party licensed software are excluded unless otherwise agreed. Following confirmation of successful data handover, customer data is securely deleted in accordance with documented retention and destruction policies.