



Microsoft Services Provider License Agreement Program

PROGRAM GUIDE

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Introduction

With the Microsoft® Services Provider License Agreement (SPLA), service providers and independent software vendors (ISVs) can license Microsoft products on a monthly basis, during a three-year agreement term, to host software services and applications to their customers.

While other Microsoft Volume Licensing programs, such as the Microsoft Enterprise Agreement (EA), Microsoft Select Plus, and Microsoft Open programs (Open License and Open Value) do not allow hosting of Microsoft products, SPLA provides the license rights to host specific Microsoft software.

What Is a Service Provider?

Service providers offer a variety of services to customers such as access to third-party software, business transaction services, and line-of-business (LOB) applications. Service providers offer customers direct or indirect access to Microsoft server licensed products ("products") or software services that interact with Microsoft products.

Specifically, you are a service provider if you provide the following services to your customers:

- Your organization provides your customers with direct or indirect access to Microsoft products such as hosted websites or LOB applications through Microsoft server products.
- Your organization offers your customers software services that interact with Microsoft products. In this scenario, you, not your customer, are the licensee.
- Your organization facilitates your customer's business, including business transactions with third parties, through software services that interact with Microsoft products.
- Your organization provides your customers with access to and use of any application, Microsoft or otherwise, and the application is running on a server and interacts with a Microsoft product on that server.

Software Services

Software services are services that you provide to your customers that make products available and that display, run, access, or otherwise interact with Microsoft products. You provide these services from one or more data centers through the Internet, a telephony network, or a private network on a rental, subscription, or services basis, whether or not the service provider receives a fee. The SPLA makes offering software services easier because you are the licensee, not the customer.

Benefits

The following benefits are available through the SPLA:

- **Deliver a customized service.** Flexibility to deliver tailored IT services to your customers through a dedicated or shared hosting environment. Increase the value of your services by managing software use rights for your customers.
- **Pay as you go with no up-front costs.** Pay only for licenses based on what you make available to provide services each month. There are no start-up costs, monthly sales requirements, or long-term commitments.
- **Access the most current product versions.** Give your customers the most current and capable Microsoft platform. Download your products at no charge through the Microsoft Volume Licensing Service Center (VLSC) instead of ordering physical media.
- **Try before you buy.** Test and evaluate products internally before offering them to your customers as a service.
- **Prior version rights.** Consistent with other Microsoft Volume Licensing programs, SPLA now includes rights to prior product versions. This supports a seamless transition for you to move to SPLA and a hosted business model.
- **Outsource data center services.** Install Microsoft products on servers under the day-to-day management and control of an outsourcing company. That company can then perform data center administration, testing, and maintenance support services on your behalf.
- **Install at customer facilities.** Install Microsoft products on devices you own or lease and that are located on your customer's premises.
- **Expand your reach to academic institutions.** Expand your business with specific price offerings available to your academic customers through the SPLA.
- **Offer demonstrations and evaluations.** You can give up to 50 users product demos on Microsoft software and provide your customers with a free 60-day trial period.
- **Include your affiliates** under a single agreement.
- **Support software services resellers.** Expanded terms to allow software services resellers that are also users.
- **Simplified licensing with the Microsoft Business and Services Agreement (MBSA).** Once an MBSA is in place, you only need to sign a shorter and more simplified SPLA every three years. It also makes it easier to purchase Premier and Professional support.

Program Eligibility and Requirements

Eligibility for the Services Provider License Agreement Program

Business models and scenarios that the SPLA may be appropriate include the following:

- Application service providers
- Business process outsourcers (BPO)
- Franchisees and franchises
- IT outsourcers that provide software licenses
- Messaging or collaboration service providers
- Platform infrastructure providers
- PC rental companies
- Streaming media providers

- Web hosting providers
- ISVs that provide hosted applications¹
- Web or Internet service providers

Program Requirements

This section describes the requirements your organization must meet for the SPLA:

- **Enroll in the Microsoft Partner Network.** You must be a member of the Microsoft Partner Network (MPN) and a member of the Microsoft Hosting Community.
- **Sign a Microsoft Business and Services Agreement.**
 - Service providers that have an existing MBSA through another Volume Licensing Agreement (Enterprise Agreement, Enterprise Subscription Agreement [EAS], Select Plus, or ISV Royalty Licensing) should work with their account manager and/or reseller to provide their MBSA number and link the MBSA to their SPLA.
 - Service providers without an existing MBSA are required to sign one the next time they sign a SPLA.
- **Designate a licensed products reseller.** Work with a SPLA reseller to complete the SPLA and MBSA. The reseller does the following:
 - Collects your monthly use report or zero use report and submits it to Microsoft.
 - Collects payment for the licenses made available to users during the previous month.
 - Assists you on all aspects of the SPLA Program. Selects a SPLA reseller from the list at <http://www.microsoft.com/hosting/en/us/licensing/splahowto.aspx>.
- **Provide monthly reporting on software licenses.** Submit either a monthly use report or zero use report to your SPLA reseller. You must also report on all licenses that you made available to your customers for your affiliates and software services resellers.
- **Submit a monthly invoice payment.** The SPLA reseller invoices you monthly based on the number of licenses reported in your monthly use report. You are responsible for submitting your payment to the SPLA reseller by the agreed date.
- **Comply with the Services Provider Use Rights (SPUR).** The SPUR specifies use rights and conditions that apply to a customer's use of the products licensed under the SPLA. Microsoft can revise the SPUR at any time. The SPUR is updated quarterly and is located at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2>.

¹ If you are an ISV, you may offer software services built on your intellectual property (IP) to your customers through servers connected to the Internet or a private network. If Microsoft products are used to provide these services, it can be licensed through your own internal-use Volume Licensing Agreement, with the requirements as described in the PUR. In this case, a SPLA is not required. The Microsoft products must indicate "Self-Hosted Applications: Yes" in the Product-Specific License Terms section of the Product Use Rights (PUR). Microsoft Software Assurance is required for all Microsoft licenses used in the delivery of your Unified Solution to your customers.

- **Abide by copyright guidelines, the use of trademarks, and antipiracy obligations.** Service providers who sign a SPLA must abide by the requirements for preventing the piracy of Microsoft licensed products and must comply with trademark and logo use requirements and pass-through copyright and similar notices. You must include Microsoft's copyright notice on any documentation, including online, for your products and services that include Microsoft products.
- **Provide technical support.** You are responsible for providing technical product support for the Microsoft products you deliver to your customers.
- **Agree to participate in Microsoft SPLA audits.** Microsoft and/or its designees can review your records and facilities (including the data centers) to verify compliance and conduct on-location audits if needed.
- **Comply with the export requirements.** You need to comply with all applicable export laws, and it is recommended that you obtain legal advice regarding the export laws applicable to your business. For informational purposes only, Microsoft has collected information on export requirements and other information, including U.S. export regulations, product Export Control Classification Numbers (ECCNs), and export-restricted products at <http://www.microsoft.com/exporting/>.
- **Affiliates must abide by copyright guidelines, the use of trademarks, and antipiracy obligations.** Your affiliates and software services resellers must also abide by the requirements for preventing the piracy of Microsoft licensed products and must comply with trademark and logo use requirements and pass-through copyright and similar notices.

Licensing Models Available

Licenses acquired under the SPLA are monthly subscription licenses. Your customer's product needs determine the license type. Please note that not all products are available in both license models. For a list of Microsoft products available for each license model, review the SPUR document at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2>.

The following are the licensing models:

- **Per Subscriber:** A Subscriber Access License (SAL) is required for each unique individual user or device that is authorized to access or otherwise use the licensed products. When using the SAL option, a separate Server License is not needed. Examples of products licensed with a SAL are the Windows Server operating system, Microsoft SQL Server database software, Microsoft Exchange Server, Microsoft Office, and Microsoft Dynamics® business software (CRM).
 - SALs for Software Assurance are available for some products to be assigned to customers who have previously purchased on-premises Client Access Licenses (CALs) and who continue to maintain Software Assurance on those CALs. With SALs for Software Assurance, these customers can migrate to the equivalent SPLA service at a discounted rate. SPLA partners can purchase SALs for Software Assurance, which are price advantaged versus regular SALs, for these customers.
- **Per Processor:** Each Processor License allows an unlimited number of users to access the product that is installed on that processor for products licensed through a per-processor model. Examples of products licensed through a per-processor model are Windows Server, Microsoft SQL Server, and Microsoft Dynamics ERP.

Participating in the Services Provider License Agreement Program

After successfully enrolling in the SPLA program, the following are the key steps for participation:

- Obtain master copies of the Microsoft products. You can either download the media through the Microsoft VLSC or purchase media fulfillment kits for a minimal cost.
- Provide software services that interact with Microsoft products to your customers. For example, provide your customers with access to hosted websites or LOB applications through Microsoft products such as server software.
- Ensure that your customers have agreed to and are provided the required Microsoft customer license terms and use rights.
- Sign the License Mobility Addendum if you plan to become an Authorized Mobility Partner. Your organization's name will be added to the list of authorized partners at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx#tab=2>.

Product Availability

You can access a wide selection of Microsoft products through the SPLA. Download the most recent [SPUR document](#) to learn how available products are licensed. Some of the top SPLA-selling licensed products, ranging from IT solutions to office productivity, are listed below:

- Microsoft Dynamics business software
- Microsoft Exchange Server
- Microsoft Office SharePoint® Server
- Microsoft SQL Server
- Windows Server operating system
- Microsoft Exchange Hosted Services
- Microsoft Forefront Client Security
- Microsoft Office
- Microsoft System Center

Agreement Terms

The agreement term is three years. At the end of three years, you can sign a new agreement, let the agreement expire, or extend the agreement for 12 months or the longest remaining customer agreement period, whichever period is shorter.

You must request an extension at least 30 days before your agreement expires. You can only request an extension if you are not signing new customer agreements and need to provide software services beyond the end of the agreement to existing customer agreements. You cannot provide software services to any new customers or extend any existing customer agreements.

You can terminate the agreement with 60 days prior written notice to Microsoft. Within 30 days of your agreement terminating or expiring, you are required to remove all copies of client software from your customers' desktop PCs and ensure that your customers return or destroy all copies of client software.

Pricing and Reporting

Pricing

To find out the price you are charged for each Microsoft licensed product offered through the SPLA program, please contact your SPLA reseller.

Academic Pricing

Academic pricing on selected products is available when you deploy services to qualified education customers. For information on the Qualified Educational User definition, visit <http://www.microsoftvolumelicensing.com/userights/documentsearch.aspx?Mode=3&DocumentTypeID=7>.

Price Changes

Microsoft can decrease the price in the price list at any time. Microsoft can increase the price in the price list only once each calendar year on January 1 and at any time to offset exchange rate fluctuations for prices other than U.S. dollars. If Microsoft increases the price of a particular version of a product after you sign your agreement, you are invoiced at the price in effect for that particular product at that time.

SPLA Amendments

License Mobility through Software Assurance Amendment

With License Mobility through Software Assurance, Microsoft customers can deploy certain server application licenses with active Software Assurance purchased under their internal use Volume Licensing Agreement in an Authorized Mobility Partner's data center. You are required to sign the License Mobility Addendum to the SPLA to be an Authorized Mobility Partner, but you are not required to become an Authorized Mobility Partner.

See <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx#tab=3> for more information on License Mobility through Software Assurance.

Media and Product Keys

Media Ordering and Fulfillment

You can download Microsoft products from the VLSC website at <https://www.microsoft.com/licensing/servicecenter/Home.aspx>. Instructions on how to set up an account and access the VLSC are included in your welcome letter. You can also order physical media from your reseller.

Note: Although you can view your agreement details on the VLSC, your agreement is not displayed on the Microsoft Licensing Statement.

Product Key Activation

To install all editions of Microsoft licensed products, you must use the software that you download from VLSC or get from your reseller. Only the software from both of these methods allow for multiple installs by using a Volume License Product Key. The product key is assigned to a company or organization and must be used for

desktop PC or administrator installations of licensed products. To obtain SPLA Volume License Product Keys, you can either access them through the VLSC or contact the Microsoft Activation Center for your region at <http://www.microsoft.com/licensing/resources/vol/numbers.mspx>. You will need to provide your SPLA agreement number, which is located in your welcome letter.

Reporting

You are required to submit either a monthly use report or zero use report monthly on all licenses that you make available to your customers.

Monthly Use Reporting

The monthly use report must include the total number of licenses required for each product that you made available during the preceding calendar month. If the customer generated more than U.S.\$1,000 per month in revenue to Microsoft, and for all Microsoft Dynamics CRM products, you must include the user's name and address. You do not need to include customer demonstrations, customer evaluations, your organization's evaluation and testing of licensed products, or server administration and maintenance on your monthly use reports.

If you need to make adjustments or revisions to your report resulting in reduced license fees to Microsoft, you must submit the revised monthly use report with a detailed explanation within 90 days from the original invoice date.

Zero Use Reporting

If your organization did not use any of the licensed products to provide software services to your customers during the previous calendar month, you must submit a zero use report. If you submit more than six consecutive zero use reports, Microsoft may immediately terminate the agreement.

An authorized representative of your organization must certify that the monthly use report or zero use report is accurate and complete. If you do not submit a report by the due date each month, your organization will not be compliant with the agreement.

If your organization has affiliates and software services resellers, you are responsible for consolidating their license use in your monthly use report or zero use report. Your affiliates and software services resellers do not submit a report.

Final Monthly Use Report or Zero Use Report

When your agreement terminates or expires, you must submit a final monthly use report or zero use report within 30 days. The report needs to include the use of licensed products up to the date of your termination or expiration.

Service providers must maintain all reporting records for a period of two years from the termination or expiration date.

Enrolling in the Services Provider License Agreement program

The following are the key steps for participating in the SPLA program.

How to Enroll—Services Provider License Agreement

1. Meet the following two requirements:
 - Enroll in the Microsoft Partner Network at <https://partner.microsoft.com/global/40026972>.
 - Enroll in the Microsoft Hosting Community at <https://partner.microsoft.com/global/40011651>.
2. Sign the SPLA and either sign a new MBSA or link an existing one to the SPLA. To link to an existing MBSA, provide the MBSA number to your reseller.
3. After Microsoft has received your SPLA and verified your existing MBSA status (or processed a new MBSA), a welcome letter is sent that contains an agreement number. Details on how to obtain media and product key activation are listed above.

For the most current information on the SPLA Program, visit the Microsoft Partner Network at <https://partner.microsoft.com/40066884>.

Additional Resources

Microsoft Volume Licensing for Partners:

<https://partner.microsoft.com/global/40019020>

Services Provider License Agreement Program:

<https://partner.microsoft.com/40066884>

Find a Reseller:

<http://www.microsoft.com/hosting/en/us/licensing/splahowto.aspx>

Microsoft Hosting Community:

<https://partner.microsoft.com/global/40057328>

Microsoft Hosting Solutions:

<http://www.microsoft.com/en-us/serviceproviders/default.aspx>

Microsoft Hosting University:

<http://www.hosting-university.com/>

Microsoft Services Provider Use Rights:

<https://partner.microsoft.com/global/licensing/licensingprograms/ltvolumelicensing/40081190>

Microsoft Product Use Rights

<http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=1>

License Mobility through Software Assurance

<http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>

Microsoft Volume Licensing Service Center:

<https://www.microsoft.com/licensing/servicecenter/Home.aspx>

Partner Training with the Microsoft Partner Learning Center (Logon Required):

<https://training.partner.microsoft.com/plc/register.aspx?publisher=3&courseid=1166>

Glossary

Affiliates

A legal entity that owns, is owned, or is commonly owned by or with a party. Own means holding or controlling greater than 50 percent of the shares, interests, or assets of a legal entity.

Agreement Number

The unique number Microsoft assigns to the company after Microsoft has received the company's Services Provider License Agreement.

Company

The entity that has signed the agreement signature form and the company's affiliates that have been granted rights under the agreement.

Customer License Terms

The document entitled "Customer License Terms" applicable to the licensed products. Microsoft provides a form of the license terms to the company. Microsoft may update the form of the license terms from time to time.

Effective Date

The date on which the term of a licensing agreement commences—typically the date on which Microsoft accepts the agreement.

Service Device

A personal computer (desktop PC or laptop) or server containing products that are fully owned or leased by a company, which is rented/leased to a customer, whether or not the company receives payment for such a rental/lease.

Services Provider Use Rights (SPUR)

Use of any product that is covered under the SPLA is governed by Services Provider Use Rights, which contain the use rights for the products.

Software Documentation

Any documents included with a licensed product.

Zero Use

A service provider did not distribute to its users any of the Microsoft products under the SPLA as a part of delivering services during the reporting period.

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