Microsoft Licensing Online Services Use Rights

United States English

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| Microsoft Online Services |
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| Licensing model: One or more of the following license types -- User or device subscription license, services subscription license or add-on subscription license |
| This section covers the products listed below*.* |

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| --- | --- |
| 1. .NET Services\* 2. Exchange Online Deskless Worker and Standard Editions\* 3. Office Communications Online Standard Edition\* 4. Office Communications Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service | 1. Office Communications Server Public Instant Messaging Connectivity with Yahoo Instant Messaging service 2. Office Live Meeting Standard and Professional Editions\* 3. SharePoint Online Deskless Worker and Standard Editions\* 4. SQL Azure \* 5. Windows Azure\* |

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***\*Also refer to section B***

### A. General License Terms. You may access and use the online service as described below.

1. **Universal Terms.**

### These license terms apply to use of all Microsoft software and online services licensed under Microsoft volume license agreements.

1. **Your Use Rights.** If you comply with your volume license agreement, including these online services use rights, you may use the software and online services only as expressly permitted in these online services use rights.
2. **Third Party Programs.**  If other terms come with a program licensed by a third party, those terms apply to your use of it.
3. **Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
4. **Updates and Supplements.** We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.
5. **Technical Limitations.** You must comply with any technical limitations in the products that only allow you to use them in certain ways. You may not work around them. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.
6. **Other Rights.** Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
7. **Additional Functionality.** We may provide additional functionality for the products. Other license terms and fees may apply.
8. **Using More than One Product or Functionality Together.** You need a license for each product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need licenses for both Office and Windows.
9. **Multiplexing.** Hardware or software you use to:

* pool connections,
* reroute information,
* reduce the number of devices or users that directly access or use the product, or
* reduce the number of operating system environments, devices or users the product directly manages,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

1. **Online Services General License Terms.**
   1. **User Subscription Licenses (User SLs) and Device Subscription Licenses (Device SLs).**

* If an online service is listed in the table below, you must acquire and assign User SLs or Device SLs to your users and devices as described in the table. If both User and Device SLs are listed for the online service, you may acquire and assign either type to use the online service.
* A hardware partition or blade is considered to be a separate device.

| Online Services That Require User or Device SLs | | |
| --- | --- | --- |
| Online Service | User/Device SL | Required For Each of Your… |
| Exchange Online Deskless Worker | * Exchange Online Deskless Worker User SL; or * Business Productivity Online Deskless Worker Suite User SL | Users who access the online service or related software |
| Exchange Online Standard | * Exchange Online Standard User SL, or * Exchange Online Standard User SL for Software Assurance; or * Business Productivity Online Standard Suite User SL, or * Business Productivity Online Standard Suite User SL for Software Assurance | Users who access the online service or related software |
| Office Communications Online Standard | * Office Communications Online Standard USL; or * Office Communications Online Standard USL for Software Assurance; or * Business Productivity Online Standard Suite User SL; or * Business Productivity Online Standard Suite User SL for Software Assurance | Users who access the online service or related software |
| Office Communications Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service | * Office Communications Server Public Instant Messaging Connectivity User SL; or * Office Communications Server 2007 R2 Standard CAL | Users who access the AOL and/or Windows Live instant messaging service providers through the online service or related software |
| Office Communications Server Public Instant Messaging Connectivity with Yahoo Instant Messaging service | * Office Communications Server Public Instant Messaging Connectivity User SL | Users who access the Yahoo instant messaging service providers through the online service or related software |
| Office Live Meeting Standard | * Office Live Meeting Standard User SL, or * Office Live Meeting Professional User SL, or * Business Productivity Online Standard Suite User SL, or | Users who access the online service. However, you do not need USLs for external users1 who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist |
| Office Live Meeting Professional | * Office Live Meeting Professional User SL, or * Office Live Meeting Standard User SL | Users who access the online service. However, you do not need USLs for external users1 who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist |
| SharePoint Online Deskless Worker | * SharePoint Online Deskless Worker User SL; or * Business Productivity Online Deskless Worker Suite User SL | Users who access the online service or related software |
| SharePoint Online Standard | * SharePoint Online Standard User SL, or * SharePoint Online Standard User SL for Software Assurance; or * Business Productivity Online Standard Suite User SL, or * Business Productivity Online Standard Suite User SL for Software Assurance | Users who access the online service or related software |

*1 “External users” means users that are not either (i) your or your affiliates’ employees, or (ii) your or your affiliates’ onsite contractors or agents.*

* **Reassignment of User and Device SLs.** You may:
  + permanently reassign a User SL from one user to another or your Device SL from one device to another; or
  + temporarily reassign a User SL to a temporary worker while the first user is absent or your Device SL to a loaner device while the first device is out of service.
  1. **Add-on Subscription Licenses (Add-on SLs).** Add-on SLs are available as optional licenses or required licenses depending on the online service.For online services listed in the table below:
* you may acquire optional Add-on SLs and use that online service as described in the table, and,
* you must acquire required Add-on SLs to use that online service as described in the table.

| **Online Services That Offer Add-on SLs** | | |
| --- | --- | --- |
| **Online Service** | **Add-on SL** | **When Required…** |
| Exchange Online Standard | * Exchange Online Extra Storage Add-on SL | For each one gigabyte of storage in excess of storage provided with User SLs |
| .NET Services | Customers who elect to be provisioned for this service are granted the following:   * Windows Azure Platform Consumption Add on SL * Windows Azure Platform Consumption for Partners Add on SL * Windows Azure Platform Introductory Special Add on SL * Windows Azure Platform Introductory Special for Partners Add on SL | Your right to use the online service under the Add-on SLs is conditioned on the requirement that you pay the monthly usage fees based on the number of units you consume.1 |
| * Windows Azure Platform Development Accelerator Core Add on SL * Windows Azure Platform Development Accelerator for Partner Core Add on SL * Windows Azure Platform Development Accelerator Extended Add on SL. * Windows Azure Platform Development Accelerator Extended for Partner Add on SL. * Windows Azure Platform MSDN Premium Add on SL | You may use any number of units of the online service, provided the following condition is met.  Units consumed exceeding the numbers of units you are entitled to under the Add-on SL in any month are “overage units.” You must pay us or your reseller, if applicable, monthly usage fees based on overage units you consume.1 |
| SharePoint Online Standard | * SharePoint Online Extra Storage Add-on SL | For each one gigabyte of storage in excess of storage provided with User SLs |
| SQL Azure | Customers who elect to be provisioned for this service are granted the following:   * Windows Azure Platform Consumption Add on SL * Windows Azure Platform Consumption for Partner Add on SL * Windows Azure Platform Introductory Special Add on SL * Windows Azure Platform Introductory Special for Partner Add on SL | Your right to use the online service under the Add-on SLs is conditioned on the requirement that you pay us or your reseller, if applicable, monthly usage fees based on the number of units you consume.1 |
| * Windows Azure Platform Development Accelerator Core Add on SL * Windows Azure Platform Development Accelerator Core for Partner Add on SL * Windows Azure Platform Development Accelerator Extended Add on SL. * Windows Azure Platform Development Accelerator Extended for Partner Add on SL. * Windows Azure Platform MSDN Premium Add on SL | You may use any number of units of the online service, provided the following condition is met.  Units consumed exceeding the number of units you are entitled to under the Add-on SL in any month are “overage units.” You must pay us or your reseller, if applicable, monthly usage fees based on overage units you consume.1 |
| Windows Azure | Customers who elect to be provisioned for this service are granted the following:   * Windows Azure Platform Consumption Add on SL * Windows Azure Platform Consumption for Partner Add on SL * Windows Azure Platform Introductory Special Add on SL * Windows Azure Platform Introductory Special for Partner Add on SL | Your right to use the online service under the Add-on SLs is conditioned on the requirement that you pay us or your reseller, if applicable, monthly usage fees based on the number of units you consume.1 |
| * Windows Azure Platform Development Accelerator Core Add on SL * Windows Azure Platform Development Accelerator Core Partner for Add on SL * Windows Azure Platform Development Accelerator Extended Add on SL * Windows Azure Platform Development Accelerator Extended Partner for Add on SL * Windows Azure Platform MSDN Premium Add on SL | You may use any number of units of the online service, provided the following condition is met.  Units consumed exceeding the number of units you are entitled to under the Add-on SL in any month are “overage units.” You must pay us or your reseller, if applicable, monthly usage fees based on overage units you consume. |
| Windows Azure Platform AppFabric | Customers who elect to be provisioned for this service are granted the following:   * Windows Azure Platform Consumption Add on SL * Windows Azure Platform Consumption for Partners Add on SL * Windows Azure Platform Introductory Special Add on SL * Windows Azure Platform Introductory Special for Partners Add on SL | Your right to use the online service under the Add-on SLs is conditioned on the requirement that you pay the monthly usage fees based on the number of units you consume.1 |
| * Windows Azure Platform Development Accelerator Core Add on SL * Windows Azure Platform Development Accelerator for Partner Core Add on SL * Windows Azure Platform Development Accelerator Extended Add on SL. * Windows Azure Platform Development Accelerator Extended for Partner Add on SL. * Windows Azure Platform MSDN Premium Add on SL | You may use any number of units of the online service, provided the following condition is met.  Units consumed exceeding the numbers of units you are entitled to under the Add-on SL in any month are “overage units.” You must pay us or your reseller, if applicable, monthly usage fees based on overage units you consume.1 |

1 *Units of consumption vary by online service and are subject to change. Examples of units include message activities, compute per service hour, connections, data transfers per gigabyte, database, gigabytes of storage, etc.*

1. **Additional Terms.**
   1. **License Terms Updates.** We may update these license terms from time to time. If we do, your use of the online service under any existing license type during the greater of either 12 months from the time you first use it or the length of your committed term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these online services use rights or send you an email notice about the updates.
   2. **Online Service Updates.**  We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.
   3. **Online Service Suspension.** We may suspend the online service if:
      * we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else’s use of the online service;
      * we believe you have violated your license agreement, including these online service use rights;
      * your use exceeds any quotas specified in the documentation for that online service; or”
      * we are otherwise required by law to do so.
   4. **Online Service Expiration or Termination**. Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:
      * 1. disable your account and then delete your subscriber data; or
        2. retain your subscriber data in a limited function account for at least 90 days after expiration or termination of your subscription (the “retention period”) so that you may extract the data.

* If you indicate (1), you will not be able to extract your subscriber data from your account. If you indicate (2), you will reimburse us for any applicable costs. If you do not indicate (1) or (2), we will retain your subscriber data in accordance with (2).
* Following the expiration of the retention period, we will disable your account and then delete your subscriber data.
  + - **No Liability for Deletion of Subscriber Data**. You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your subscriber data. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to these terms.
  1. **Responsibility for Your Accounts.** You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.
  2. **Use of Software with the Online Service.** You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:
     + **Microsoft Software License Terms.** You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
     + **Automatic Updates for Microsoft Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
  3. **Use of Other Web Sites and Services.** You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.
  4. **Third Party Content and Services.** We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
  5. **Your Subscriber Data.** You may be able to submit subscriber data for use in connection with the online service. “Subscriber data” are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of subscriber data you submit for use with the online service. When you submit subscriber data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:
     + Use, copy, distribute, display, publish, and modify your subscriber data;
     + Publish your name in connection with the subscriber data; and
     + Facilitate others’ ability to do the same.

Some online services may offer functionality that restricts third parties’ ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your subscriber data.

* 1. **Privacy.** Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:
     + transfer that data to Microsoft and its agents, and
     + permit its transfer, storage and processing.

See the online service’s privacy statement for more information about how we may collect and use your information:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| | **Online Service** | **Privacy Statement** | | --- | --- | | Exchange Online  Office Communications Online  SharePoint Online | <http://go.microsoft.com/fwlink/?LinkId=104970> | | .NET Services  SQL Azure  Windows Azure  Windows Azure Platform AppFabric | <http://go.microsoft.com/fwlink/?LinkID=154099> | | Office Live Communications Server Public Instant Messaging Connectivity | <http://go.microsoft.com/fwlink/?LinkId=104970> | | Office Live Meeting | <http://go.microsoft.com/fwlink/?LinkID=90654> | |

**Our Use of Subscriber Data.** We will not monitor your use of the online service, nor will we track, view, censor, edit, remove or disclose your subscriber data that are processed or accessed by the online service except to:

* + - 1. provide, operate, and improve this and other Microsoft products and services;
      2. satisfy legal requirements, comply with law or respond to lawful requests or legal process;
      3. protect the rights or property of Microsoft or others, including the enforcement of our agreements or policies governing use of the online service; or
      4. act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.
  1. **Security of Subscriber Data.** We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your subscriber data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:
     + our only responsibility with respect to the security and handling of subscriber data; and
     + in place of any confidentiality obligation contained in your volume license agreement or any other non-disclosure or confidentiality agreement.

See the table below for information on where to find the security overview for the online service.

| **Online Service** | **Security Overview** |
| --- | --- |
| Exchange Online  SharePoint Online  Office Communications Online  Office Live Meeting | <http://go.microsoft.com/fwlink/?LinkID=149494> |
| .NET Services  SQL Azure  Windows Azure  Windows Azure Platform AppFrabric | <http://go.microsoft.com/fwlink/?LinkId=160079> |

* 1. **Scope of Use.** You may not:
     + use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others’ legal rights;
     + use the online service in a way that could harm it or impair anyone else’s use of it;
     + use the online service to try to gain unauthorized access to any service, data, account or network by any means;
     + falsify any protocol or email header information (e.g., “spoofing”);
     + use the online service to send “spam” (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.); or
     + remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.
  2. **Regulatory.** We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.
  3. **Electronic Notices.** We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

B. Exceptions and Additional Terms for Particular Products.

**For Exchange Online\*, Office Communications Online, Office Live Meeting\*, and SharePoint Online\*:**

USLs for Software Assurance. USLs for Software Assurance may be acquired and assigned to users either

* who have also been assigned a qualifying CAL with active Software Assurance coverage or
* who use a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned.

You may not assign USLs for Software Assurance to more than one user at a time for any given qualifying device CAL. You must maintain active Software Assurance coverage on your qualifying CALs during the term of your USL for Software Assurance. Your right to access the online service or related software under a USL for Software Assurance expires on the earlier of

* the lapse of Software Assurance coverage on your qualifying CAL or
* expiration of your USL for Software Assurance.

A USL for Software Assurance corresponding to a user CAL only may be (and must be) reassigned to another user, when and as the qualifying user CAL is reassigned. A USL for Software Assurance corresponding to a device CAL may be reassigned to another user only when that new user uses a device that is assigned a qualifying device CAL with active Software Assurance coverage.

USLs available for Software Assurance customers and their qualifying CALs are listed in the table below:

| **USL for Software Assurance** | **Qualifying CAL** |
| --- | --- |
| Business Productivity Online Standard Suite USL (for Core CAL Suite) | * Core CAL Suite |
| Business Productivity Online Standard Suite USL (for Enterprise CAL Suite) | * Enterprise CAL Suite |
| Exchange Online Standard USL | * Exchange Server 2007 Standard CAL, or * Core CAL Suite, or * Enterprise CAL Suite |
| Office Communications Online Standard USL | * Office Communications Server 2007 Standard CAL, or * Enterprise CAL Suite |
| Office Live Meeting Standard or Professional USL | * Office Communications Server 2007 Enterprise CAL, or * Enterprise CAL Suite |
| SharePoint Online Standard USL | * Office SharePoint Server 2007 Standard CAL, or * Core CAL Suite, or * Enterprise CAL Suite |

Use for Evaluation Purposes*.* You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your subscriber data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to the foregoing terms.

**For Office Live Communications Server Public Instant Messaging Connectivity:**

Internal Use Only. Only your employees and onsite contractors may access the online service.

Microsoft Office Live Communications Server 2005 (“LCS”) or Microsoft Office Communications Server 2007 (“OCS”) Required. Users of the online service must be licensed to use LCS or OCS, as appropriate.

No Interconnection. You may not use the online service to facilitate communication

* with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or
* between any external instant messaging networks.

PDA or Mobile Phone Access – Limitation on America Online Instant Messenger network. You may not use the online service to pass Instant Messaging and Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

Use for Evaluation Purposes*.* For Office Live Communications Server Public Instant Messaging Connectivity you may use the online service for a 60-day evaluation period.

**For Office Live Meeting:**

Recording Notice. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

#### For SharePoint Online Deskless Worker:

#### Deskless Workers may access and view content from designated site collections.  Except for InfoPath or browser-based forms within such designated site collections they may not create, save, or edit sites, pages, libraries, lists, list items, or Microsoft Office documents.  They may not access or view content on a mobile device.

#### For.NET Services, SQL Azure, and Windows Azure and Windows Azure Platform AppFabric:

#### In connection with your use of the Windows Azure, Windows Azure Platform AppFabric, SQL Azure, and .NET Services online services:

Subscriber Data

The “Our Use of Your Subscriber Data” statement in the “Privacy” section of the General License Terms does not apply. Rather, you agree that:

* Microsoft may use and reproduce your subscriber data in order to provide, operate, and maintain the online service.  You agree to secure rights for us to do so without:
  + violating the rights of any third party, or
  + otherwise obligating Microsoft to you or any third party.
* Microsoft may use usage patterns, trends, and other statistical data derived from your subscriber data and your use of the online service for the purpose of providing, operating, maintaining, or improving the online service and any Microsoft products and services used to deliver the online service.
* You will respond to third party requests about your subscriber data or your use of the online service, to the extent any response is required by applicable law. In order to facilitate resolution of these requests, Microsoft may pass them on to you or may provide your contact information to the third party. Microsoft may suspend your use of the online service if we determine that you have failed to adequately respond to third party claims related to your use of the online service.
* You bear sole responsibility to:
  + protect any rights you may have in your subscriber data; and
  + develop, operate and maintain your subscriber data.
* You will ensure that your collection, storage, and use of subscriber data complies with all applicable laws, regulations and governmental orders.
* Microsoft does not and will not accept any obligations set forth in any separate license or other agreement which may apply to the subscriber data, or any portion of those data.

Microsoft will neither access your subscriber data nor disclose it to any third party other than agents acting on Microsoft’s behalf, except as required by law or as you may otherwise authorize, including the authorizations given above. Microsoft will provide you reasonable advance notice of disclosure, if we are legally permitted to do so.

The rest of the “Privacy” section does apply.

Hosting Exception

Despite anything to the contrary in your license agreement, you may combine the online service with your subscriber data to create a solution using the online service and the subscriber data together. You may permit third parties to access and use the online service in connection with use of that solution. However, you are responsible for that use and for ensuring that these terms and the terms and conditions of your license agreement are met.

C. Service Level Agreements (SLA’s).

Some online services may include performance related SLA’s. Terms and conditions for these service SLA’s are as follows:

Exchange Online. <http://go.microsoft.com/fwlink/?LinkID=127034>

.NET Services. <http://go.microsoft.com/fwlink/?LinkId=159707>

Windows Azure Platform AppFabric: <http://go.microsoft.com/fwlink/?LinkId=159707>

Office Live Meeting. <http://go.microsoft.com/fwlink/?LinkID=127033>

SharePoint Online. <http://go.microsoft.com/fwlink/?LinkID=127035>

SQL Azure. <http://go.microsoft.com/fwlink/?LinkId=159706>

Windows Azure Compute. <http://go.microsoft.com/fwlink/?LinkId=159704>

Windows Azure Storage. <http://go.microsoft.com/fwlink/?LinkId=159705>

Office Communications Online. <http://go.microsoft.com/fwlink/?LinkId=140815>