

Microsoft SPLA - Access Misunderstandings

By Brian Von Hatten

As part of its Microsoft Service Provider License Agreement (“SPLA”) obligations, a SPLA provider must report monthly usage, however Microsoft and SPLA providers do not always agree on the interpretation of the contract language. The Service Provider User Rights (“SPUR”) includes language that is much broader than what the licensee may understand. Below is an excerpt from the 2013 SPUR for a commonly licensed Microsoft Product, the Remote Desktop SAL:

You must acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Remote Desktop Services functionality.

Under the general terms and conditions applicable to all SAL licensed products, the October 2013 SPUR states the following:

You must acquire and assign a SAL to each user that is authorized to access your instances of the server software directly or indirectly, regardless of actual access of the server software.

What does it mean to be authorized to access, and perhaps even more difficult to interpret is what is indirect access? The latter SAL reporting requirement language appears to provide some clarity, but the term indirect for access is not defined in the SPUR. These can be expensive questions to resolve during the course of an audit. For service providers who license products under SPLA, it is recommended they contact attorneys experienced in interpreting software licensing contracts.



About the author Brian Von Hatten:

Brian represents many large and mid-market organizations on matters related to transactions, software licensing, and disputes. Brian’s focus includes substantial attention to complex information technology issues for companies of all sizes.

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