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1 PURPOSE

This Licensing Guide is intended for professionals who are considering deployment of Microsoft software on Google Cloud Platform (GCP). The purpose of this document is to provide guidance to common licensing scenarios relevant to the GCP offering.

This guide is organized by principle topics, or workloads, relevant to running Microsoft workloads on GCP. The content is provided with references to documentation with hyperlinks where available.

The document covers the following core topics and workloads, addressing Windows Server, SQL Server, Microsoft Application Servers, Developer Licensing, Windows Desktop, Office Client, and the implications of Microsoft Volume Agreements.

We hope you find the document of value.



2 GENERAL

Licenses that are eligible for <u>License Mobility</u>¹ and covered with active Software Assurance (SA), can be deployed to third party shared datacenter environments like GCP shared tenancy.

Google, as an authorized '<u>License Mobility through Software Assurance</u>' Partner,² can enable License Mobility on eligible Microsoft Server products on GCP.

The list of eligible server products for License Mobility are defined in the <u>Microsoft Product Terms</u>, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft Skype for Business, Microsoft SharePoint, Microsoft System Center, RDS CAL, BizTalk Server and eligible Dynamics products. (In this document these products will be collectively referred to as Microsoft Application Servers).

Sole-tenant nodes are physical Compute Engine servers that are dedicated for hosting VM instances for your specific project. Normally, VM instances run on physical hosts that may be shared by many customers. With sole-tenant nodes, the host is dedicated to your business.³

GCP sole-tenant is a dedicated server that is physically isolated for use by a single customer. All hardware resources and storage will remain fully dedicated to your use for the term of your subscription.

Each sole-tenant node is associated with one physical server, and is the only node running on that server. You can manually select the location to launch your instances to a specific dedicated host. Node affinity determine which nodes your VM instances use as a host system. You can configure additional affinity labels so that your instances run only on the node groups that you want or share nodes only with instances of the same affinity type. Affinity labels keep sensitive data together on specific node groups and separate from your other node groups and other VM instances running on Compute Engine. It provides you with visibility and control to meet regulatory and compliance requirements.

In this case, the outsourcing documentation within the Microsoft Product Terms will apply⁴ and licenses that are not eligible for License Mobility or that do not have active Software Assurance, can be deployed to GCP sole-tenant nodes.

¹ The GCP shared tenancy service description conforms with the requirements for "License Mobility" as defined in the Microsoft Product Terms, February 2019, page 67 of 112.

² GCP is an authorized "License Mobility through Software Assurance Partner" as described in the Microsoft <u>Product Terms</u>, February 2019, page 70 of 112.

³ The sole-tenant service description is available <u>here.</u>

⁴ Please refer to Section 8. "Outsourcing Software Management" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.



3 WINDOWS SERVER

There are two available options to deploy Windows Server on GCP: virtual machine instances and sole-tenant nodes.

Virtual Machine instances: Windows Server per-core licenses are included in the cost of the Windows Server instances purchased on-demand. Whether you bring your existing Windows Server images to run on VM instances or use the pre-built <u>images</u> available in GCP, the license is included in the cost, and Windows Server CALs are not required.

Sole-tenant nodes: GCP provides the option to bring your own licensing (BYOL) for Windows Server with your own images to GCP sole-tenant and remain compliant for Microsoft licensing.

A sole-tenant from GCP is a dedicated single-tenant host that is fully dedicated for your use. GCP will not support two customers to share the same set of resources, such as hardware or storage for the term of your subscription. In this case, the outsourcing wording within the Microsoft Product Terms applies.⁵

Windows Server does not have 'License Mobility' rights to enable bring your own licenses to a multi-tenant environment, so we only recommend deployment on our sole-tenant offering. Windows Server licenses can only be assigned to physically dedicated sole-tenant hosts.

3.1 License Re-Assignment

Each sole-tenant node is associated with one physical server dedicated to hosting your VM instances. You can control VM placement to launch your instances to a dedicated host, and instance affinity will allow specific node affinities between your nodes and VM instances. This will enable you to control VM instance placement to satisfy the restriction of license re-assignment once every 90 days.⁶

The license re-assignment rule will apply to your licensing of Windows Server unless there is a permanent hardware failure. In this scenario when there is permanent failure of hardware⁷ components, the sole-tenant node that is hosting the VM instances will use live migration⁸ to move the VM instances to replacement host hardware automatically. If there is complete hardware failure, the VM will crash and restart automatically and a host-error is logged.

3.2 License Reporting

Windows Server is licensed by the physical cores on each host. GCP provides visibility into the number of physical processors and physical cores, and number of Windows VMs running on the host machine to keep track of how your Windows Server VMs use the resources of the dedicated host.

If you elect to bring your own licensing for Windows Server, then this would also require Windows Server CALs. Your organization may already be licensed for Windows Server CALs through Core CAL, Enterprise CAL, or Office 365 license packages such as Microsoft 365 E3, and Microsoft 365 E5.

You may also require additional licenses for Windows Server Rights Management Services (RMS) CALs, or Remote Desktop Services (RDS) CALs.

Remote Desktop Services (RDS) CALs will be required should a licensed user, or licensed devices, directly or indirectly access RDS functionality, including Remote Desktop Session Host (RDSH), or as a Connection Broker.

⁵ Please refer to Section 8. "Outsourcing Software Management" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.

⁶ Please refer to Section 9 "License Assignment and Re-Assignment" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.

⁷ Please refer to Section 9 "License Assignment and Re-Assignment" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.

⁸ The description of live migration available for Compute Engine is available here.



If you require more than two connections to Remote Desktop for administration, you may require additional licenses for Remote Desktop Services (RDS) CALs. Please work with your preferred Licensing Solution Provider (LSP) to purchase additional RDS CALs as required.

You can use any number of VMs instantiated as Windows Server (without Hyper-V) Containers on the Licensed Server. Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one VM for licensing purposes.

You are responsible for all reporting and compliance obligations under your volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

Please refer to your Microsoft Volume Agreement and binding contractual documents for additional information on reporting your licensing requirements to Microsoft.

3.3 Licensing with Datacenter Edition

Sole-tenant is a dedicated host offering that provides a commercial benefit in licensing your sole-tenant(s) with Windows Server Datacenter Edition or Core Infrastructure Suite (CIS) Datacenter Edition. This will support an unlimited number of Windows Server VM instances to run on the licensed host. This approach can be advantageous when you have a higher number of Windows Server VM instances running on the sole-tenant node.

3.4 Software Assurance

It is not required to have Software Assurance to bring your own Windows Server licenses to the GCP soletenant. However, it may be beneficial to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released¹⁰ and to leverage Software Assurance Benefits.

Although Software Assurance is not required to bring your own Windows Server licenses to a dedicated soletenant, you will be able to leverage your legacy licenses for prior software versions. The use rights for the originally licensed version will still apply.

GCP sole-tenant is ideal for leveraging licenses where active Software Assurance has not been maintained, or licenses were purchased without Software Assurance. Additionally, sole-tenant will support per-core, per processor, and server with CAL based license models to take advantage of your prior software licensing investments.

3.5 Right to Run Prior Versions

Microsoft 'downgrade rights' are available for Windows Server and support downgrade to any prior version of the same product.¹¹ The use rights for the licensed version will still apply.

For example, you can purchase Windows Server 2019 and downgrade to an earlier version of the product, such as Windows Server 2016.

GCP will allow you to run versions that are approaching end of support or have reached end of support. In this case you should work with Microsoft to ensure your Windows Servers are covered with Extended Security Updates (ESU) available for purchase separately from Microsoft. Alternatively, you can opt to upgrade to the latest supported version.

If you have purchased Windows Server instances on-demand, GCP will not maintain images in the gallery after the end of support date. It is therefore recommended to download any required images and retain them in a private repository prior to end of support, or upgrade to the latest supported version.

⁹ Please refer to 'Server Licenses (per core)' – Item 3 of the Microsoft <u>Product Terms</u>, February 2019, page 9 of 112.

 $^{^{10}}$ Microsoft confer 'New Version Rights' in the Microsoft $\underline{\text{Product Terms}}$, February 2019, page 78 of 112.

¹¹ There is a useful Microsoft licensing brief on downgrade rights available <u>here.</u>



4 SQL SERVER

There are two available options to deploy SQL Server on GCP: virtual machine instances and sole-tenant nodes

Virtual Machine instances: SQL Server per-core licenses are included in the cost of the Windows Server instances purchased on-demand. Whether you <u>bring your existing SQL Server images</u> to run on VM instances, or use the pre-built <u>images</u> available in GCP.

GCP provides images with Microsoft SQL Server preinstalled on Windows Server. For these SQL Server images, GCP manages the license for both Windows Server and SQL Server, and includes the cost in your monthly bill. Create instances with SQL Server and scale to large multi-node configurations when you need them.

Sole-tenant nodes: GCP will also enable you to bring your own licensing (BYOL) for SQL Server with your own images to GCP sole tenant and remain compliant for Microsoft licensing.

A sole-tenant from GCP is a dedicated single-tenant host that is fully dedicated for your use. GCP will not support two customers to share the same set of resources, such as hardware or storage for the term of your subscription. In this case, the outsourcing wording within the Microsoft Product Terms applies.⁸

4.1 Software Assurance

Sole-tenant – Software Assurance is not required to bring your SQL Server licenses to GCP sole-tenant.

Although Software Assurance is not required to bring your own SQL Server licenses to a dedicated soletenant, you will be able to leverage your legacy licenses for prior software versions. The use rights for the originally licensed version will still apply.

GCP sole-tenant is ideal for leveraging licenses where active Software Assurance has not been maintained, or licenses were purchased without Software Assurance. Additionally, sole-tenant will support per-core, per processor, and server with CAL based license models to take advantage of your prior software licensing investments.

However, it may be beneficial to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released and to leverage Software Assurance Benefits.

4.2 Licensing for Maximum Virtualization

Sole-tenant is a dedicated host offering that provides a commercial benefit in licensing your sole-tenant(s) with SQL Server Enterprise Edition and active Software Assurance. This will support an unlimited number of SQL Server VM instances to run on the licensed host. This approach can be advantageous when you have a higher number of SQL Server VM instances running on the sole-tenant node and elect to license the physical cores of the host server.

⁸ Please refer to Section 8. "Outsourcing Software Management" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.

⁹ Microsoft confer 'New Version Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 78 of 112.

¹⁰ Please refer to 'Server Licenses (per core)' – Item 3 of the Microsoft Product Terms, February 2019, page 9 of 112.



Shared tenancy - Software Assurance is required to bring your own licenses to shared tenancy instances in Google Cloud Platform. 'License Mobility through Software Assurance'¹¹ for Google Cloud Platform allows you to deploy eligible Microsoft Application Servers on Google Cloud Platform using your existing application server licenses. You are required to maintain active Software Assurance for SQL Server licenses, or SQL Server Core licenses¹² to leverage 'License Mobility through Software Assurance' on Google Compute Engine.

You can benefit from 'License Mobility through Software Assurance' to assign volume licenses to shared tenancy instances in the cloud. In this scenario, you are responsible for disclosing new license assignments used in GCP multi-tenant environments to Microsoft.

When using 'License Mobility through Software Assurance,' you must complete a license verification process with Microsoft to confirm that you have the eligible licenses with active Software Assurance. To start the verification process and review additional details, go to the Microsoft License Mobility verification form in the GCP Console.

This is required for all workloads of eligible Microsoft Server products, as defined in the Microsoft Product Terms, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft SharePoint, Microsoft Skype for Business Server, Microsoft System Center, RDS CAL, BizTalk Server.

4.3 Failover Use Right

When Software Assurance is active on the licensed primary SQL Server, you are also granted failover user rights. ¹³ Failover user rights allow a passive fail-over instance on qualifying shared servers in anticipation of a fail-over event. This is not supported when licenses are purchased on-demand from GCP.

Under this important Software Assurance Benefit, you may run a passive fail-over instance on the GCP shared tenancy server in anticipation of a fail-over event. When Software Assurance is not active on the licensed primary instance, both the active and passive SQL server instances need to be licensed.

If the licensed primary active instance is on a dedicated sole-tenant, the passive instance is also required to run on dedicated hardware.

Conversely, if the licensed primary active instance is on GCP shared tenancy servers, the passive instance is also required to run on GCP shared tenancy servers. Please be aware that Microsoft does not intend the failover use right to be used for on-premises to 3rd party shared tenancy failover.

Failover scenarios can be complex, so it is recommended to refer to the <u>Microsoft Product Terms</u> and the <u>SQL Server Licensing Guide</u> for more information.

4.4 Right to Run Prior Versions

Microsoft 'downgrade rights' are available for SQL Server and support downgrade to any prior version of the same product.¹⁴ For example, you can purchase SQL Server 2017 and downgrade to an earlier version of the product, such as SQL Server 2014. The use rights for the licensed version still apply.¹⁵

GCP will enable you to run versions that are approaching end of support or have reached end of support. In this case you should work with Microsoft to ensure your SQL Servers are covered with Extended Security Updates (ESU) available for purchase separately from Microsoft. Alternatively, you can opt to upgrade to the latest supported version.

¹¹ Microsoft confers 'License Mobility' through Software Assurance in the Microsoft <u>Product Terms</u>, February 2019, page 86 of 112.

¹² The requirements by product and licensed model are in a table - the Microsoft <u>Product Terms</u>, February 2019, page 86 of 112.

¹³ Please refer to 'Fail-Over Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 86 of 112.

¹⁴ There is a useful Microsoft licensing brief on downgrade rights available <u>here.</u>

¹⁵ Please refer to the Microsoft <u>Product Terms</u> for the use restrictions for Universal License Terms (Ref: Microsoft Product Terms, February 2019, Page 6 of 112).



Updates (ESU) available for purchase separately from Microsoft. Alternatively, you can opt to upgrade to the latest supported version.

If you have purchased SQL Server instances on-demand, GCP will not maintain images in the gallery after the end of support date. It is therefore recommended to download any required images and retain them in a private repository prior to end of support, or upgrade to the latest supported version.

4.5 License Reporting

When you bring your own licensing to GCP, you are still responsible for all reporting and compliance obligations under your volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

Sole-tenant – GCP provides reporting on the physical processors and physical cores, the total number of VM instances running SQL Server on the host machine, and the number of virtual cores assigned to the VMs to allow you to keep track of licensable resources on the dedicated host.

You can elect to license each individual VM based on the number of virtual cores¹⁶ assigned to the SQL VM instance on the sole-tenant for SQL Server Standard Edition or SQL Server Enterprise Edition based on the version deployed. (Microsoft has a minimum requirement to license 4 cores for each individual VM running SQL Server).

Alternatively, you can elect to license all physical cores for all physical processors on the host server with SQL Server Enterprise Edition. Sole-tenant is a dedicated host offering that provides commercial benefit in licensing your sole-tenant with SQL Server Enterprise Edition and active Software Assurance. This will support an unlimited ¹⁷ number of SQL Server VM instances to run on the licensed host. This approach can be advantageous when you have a higher number of SQL Server VM instances running on the sole-tenant node.

If you elect to bring your own licensing for SQL Servers purchased on a Server/CAL model, then this would also require SQL Server CALs for the total number of users or devices that directly or indirectly access the SQL Server.

Sole-tenant is a dedicated server, and thus you are eligible to leverage perpetual licenses where Software Assurance is active, but not maintained, or licenses were purchased without Software Assurance. Additionally, sole-tenant will support per-core, per processor, and server with CAL based license models to take advantage of your prior software licensing investments.

Shared tenancy - Software Assurance is required to bring your own licenses to shared tenancy instances in Google Cloud Platform.

You must license each individual VM based on the number of virtual cores¹⁸ assigned to the SQL VM instance(s) on the sole-tenant for SQL Server Standard Edition or SQL Server Enterprise Edition, based on the version deployed.

Alternatively, for SQL Server Standard Edition only, you can elect to license your individual VM running SQL Server on Server/CAL model.

Please refer to the licensing rules for 'License Mobility through Software Assurance' in the Microsoft <u>Product Terms</u> for the detailed licensing requirements for bringing your licenses to shared servers on GCP.

Please refer to your Microsoft Volume Agreement and binding contractual documents for additional information on reporting your licensing requirements to Microsoft.

¹⁶ Microsoft has a minimum number of 4 licensable cores. Please refer to 'Server Licenses (per core) – Licensing by Individual Virtual OSE' (Ref: Microsoft Product Terms, February 2019, Page 10 of 112).

¹⁷ Please refer to the Microsoft <u>Product Terms</u> for the 'Unlimited Virtualization' extend use right for SQL Server Enterprise Edition (Ref: Microsoft Product Terms, February 2019, Page 28 of 112).

¹⁸ Microsoft has a minimum number of 4 licensable cores. Please refer to 'Server Licenses (per core) – Licensing by Individual Virtual OSE' (Ref: Microsoft Product Terms, February 2019, Page 10 of 112).



5 MICROSOFT APPLICATION SERVERS

For the purposes of this section, 'Microsoft Application Server' products includes Microsoft SQL Server, Microsoft Exchange, Microsoft Skype for Business Server, Microsoft SharePoint, or Microsoft System Center servers, Dynamics CRM for customer service and sales applications.

5.1 Software Assurance

Sole-tenant - Software Assurance is not required to bring your own Microsoft Application Server licenses and images to <u>GCP sole-tenant</u> instances.

Although Software Assurance is not required to bring your own Application Server licenses to a dedicated sole-tenant, you will be able to leverage your legacy licenses for prior software versions. The use rights for the originally licensed version will still apply.

GCP sole-tenant is ideal for leveraging licenses where active Software Assurance were not maintained, or licenses were purchased without Software Assurance to take advantage of your prior software licensing investments.

However, it may be beneficial to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released¹⁹ and to leverage Software Assurance Benefits.

Shared tenancy - Software Assurance is required to bring your own licenses to shared tenancy Windows Server instances in Google Cloud Platform. 'License Mobility through Software Assurance'²⁰ for Google Cloud Platform allows you to deploy eligible Microsoft Application Servers on Google Cloud Platform using your existing application server licenses and server images. You are required to maintain active Software Assurance for eligible Microsoft Application Server licenses to leverage 'License Mobility through Software Assurance' on Google Compute Engine.

5.2 License Reporting

You can benefit from 'License Mobility through Software Assurance' to assign volume licenses to shared tenancy instances in the cloud. In this scenario, you are responsible for disclosing new license assignments used in GCP multi-tenant environments to Microsoft.

When using 'License Mobility through Software Assurance,' you must complete a license verification process with Microsoft to confirm that you have the eligible licenses with active Software Assurance. To start the verification process and review additional details, go to the <u>Microsoft License Mobility verification form</u> in the GCP Console.

This is required for all workloads of eligible Microsoft Server products, as defined in the Microsoft Product Terms, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft SharePoint, Microsoft Skype for Business, Microsoft System Center, RDS CAL, BizTalk Server and eligible Dynamics products.

You are responsible for all of reporting and compliance obligations under your volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

Please refer to your Microsoft Volume Agreement and binding contractual documents for additional information on reporting your licensing requirements to Microsoft.

¹⁹ Microsoft confers 'New Version Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 78 of 112.

²⁰ Microsoft confers 'License Mobility through Software Assurance' in the Microsoft Product Terms, February 2019, page 86 of 112.



6 DEVELOPER LICENSING OPTIONS

Visual Studio subscriptions - can be a practical approach to secure test and development use rights for Microsoft platform software like Windows Desktop OS, Windows Server, and SQL Server.

Visual Studio subscriptions while having a per-developer subscription model, can be cost effective for addressing non-production use for test, development and user acceptance testing. Visual Studio subscriptions support previous and current versions of SQL Server and both Editions (Standard and Enterprise). Additionally, previous and current versions of Windows Server and Windows Desktop OS are supported with Visual Studio subscriptions.

Visual Studio subscriptions are eligible to be used with GCP sole-tenant for development and test purposes in non-production environments.

Visual Studio subscriptions are not suitable for shared tenancy²¹ instances on GCP.

Developer licensing can be complex, so it is recommended to refer to the <u>Microsoft Product Terms</u> and the <u>Visual Studio Whitepaper</u> for more information.

SQL Developer Edition - is a free download and eligible for deployment in both sole-tenant and shared tenancy on GCP.

SQL Developer Edition can enable developers to install and access an unlimited number of SQL Developer Edition instances, and includes the same functionality included with SQL Server Enterprise edition.

There are 'downgrade rights' in the Developer Edition that confer the right to use a prior version. However, it does not provide down-edition rights. You cannot run a different edition of SQL Server in-place of Developer Edition.

Please be aware that SQL Server Developer Edition does not include a licensed Windows Server OS for development and would need to be covered under an applicable Visual Studio Subscription.

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²¹ Please refer to the Visual Studio Licensing Whitepaper March 2017, Page 12 of 33 - "on dedicated hardware hosted by a 3rd party"



7 WINDOWS DESKTOP OPERATING SYSTEM

Google will enable you to bring your own licensing for Windows Desktop Operating System to GCP sole-tenant²² and remain compliant for Microsoft licensing.

7.1 Assigning a License

Before you bring your own Windows Desktop OS license to GCP, you must first assign a Windows Desktop OS license to the end-user, referred to as a "licensed user", or "licensed device", typically a personal computer.

To 'assign' a license means simply to designate that license to a user or device that can access the Windows Desktop OS in a virtual machine.

7.2 Running Windows Remotely

You can bring your own Windows 7, Windows 8.1, or Windows 10 desktop and run iton GCP sole-tenant and remain license compliant. Under the assigned volume license, you may access Windows Desktop OS remotely in a virtual machine as a benefit of Software Assurance for Windows.

GCP will ensure isolation of the hardware and other resources to make sure it remains fully dedicated to your use.²³ GCP will not support two customers to share the same set of resources, such as hardware or storage for the term of your subscription.

7.3 License Model

User Subscription Licenses - Remote use of the Windows desktop OS deployed on a GCP sole-tenant is allowed for the licensed user, who is the primary user of at least one device, which is their primary work device. There must be a qualifying Windows desktop OS installed and licensed via an OEM license, on the accessing device.

Per Device Licenses - Remote use of the Windows desktop OS deployed on a GCP sole-tenant is allowed for the licensed 'primary' user, of the licensed device, or for any other user, from another separately licensed device. There must be a qualifying Windows desktop OS installed and licensed via an OEM license, on the accessing device.

Microsoft defines the 'primary' user an individual that would use the licensed device more than 50% of the time in any 90 day period, so a per-device licensing model may not be suitable for some shift workers or workers in shared workspaces.

VDA²⁴ User Subscription Licenses – Under this licensing model, remote use of the Windows desktop OS deployed on a GCP sole-tenant is allowed for any assigned licensed user or device. There is no minimum 'primary' user requirement for the end-user accessing device, or a requirement for a 'qualifying' Windows OS to be installed on the accessing device.

This licensing model is more suitable for businesses that plan to use Google Chrome books, or other client devices where there is no OEM licensed Windows desktop OS on the accessing device.

²² Sole-tenant is a single-tenant server that is dedicated to one GCP account.

²³ Please refer to Section 8. "Outsourcing Software Management" in the Microsoft Product Terms, February 2019, page 6 of 112.

²⁴ 'Virtual Desktop Access' (VDA).



Developer Licensing – Under a Visual Studio subscription license, use is permitted for the purposes of design, development, testing and demonstrations of your programs. However, in most situations the software will be used in another way, and a Windows Desktop OS license is required for the licensed device or licensed for remote access.

7.4 Volume Agreement

You can use Windows 10 Enterprise E3 or E5 licenses, Windows 10 Education E3 or E5 Licenses, Windows 10 Enterprise VDA licenses, or Microsoft 365 E3 or E5 licenses, via most Microsoft Volume Agreements.

Software Assurance is already included when purchasing via Enterprise Agreement (EA), Microsoft Products and Services Agreement (MPSA), Open Value, and Open Value Subscription Agreements, and Enrollment for Education Solutions (EES), and (OVS-ES).

You can use Windows 10 Enterprise Edition Per-Device Licenses, via Enterprise Agreement (EA), or other volume licensing programs.

You cannot use Windows Desktop OS licensed via a Microsoft Cloud Agreement (MCA)²⁵ on GCP.

7.5 Software Assurance

Under the assigned volume license, you may access Windows Desktop OS remotely in a virtual machine as a benefit of Software Assurance for Windows. It is recommended to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released, and other Software Assurance Benefits.²⁶

7.6 Qualifying Operating System

Microsoft Volume Agreements do not offer licenses for the *full* Windows Desktop OS. This is an 'upgrade license' and requires the associated device to be already licensed with an 'Qualifying Operating System'.²⁷

The 'qualifying' desktop OS is purchased pre-installed through an Original Equipment Manufacturer (OEM), or System Builder, as a retail packaged product. This is commonly available as 'Pro Edition'.

Windows Pro OEM licenses do not confer virtualization rights to run Windows Desktop OS on GCP soletenant. An 'upgrade license' must be purchased via a Volume Agreement with active Software Assurance to enable you to bring your own licensing to GCP. If there is no qualifying desktop OS, then VDA user subscription licenses are available.

Per Device Licenses - When you purchase under an *existing* active volume agreement program, such as Enterprise Agreement (EA) and Open Value Company Wide (OV CW), you can use the software on devices licensed with specific prior qualifying versions of the software (Windows 8.1 or Windows 7).

When you purchase Windows desktop OS per-device licenses under a *new* volume agreement program, like Enterprise Agreement (EA), or Open Value Company Wide (OV CW), you can use the software on devices licensed with specific prior qualifying versions of the software (Windows 8.1 or Windows 7, Windows Vista, or Windows XP, or Apple MacOS).

²⁵ Please refer to the Microsoft <u>Product Terms</u> for the use restrictions for Microsoft Cloud Agreement (Ref: Microsoft Product Terms, February 2019, Page 41 of 112).

²⁶ Microsoft confers 'New Version Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 78 of 112.

²⁷ Please refer to the Microsoft <u>Product Terms</u> for a comprehensive list of 'qualifying operating systems' (Ref: Microsoft Product Terms, February 2019, Pages 38-39 of 112).



If you purchase under a *new or existing* Education program, you can use the software on devices licensed with all versions of the software. (Windows 8.1 or Windows 7, Windows Vista, or Windows XP Pro). Windows Home Edition is also a 'qualifying OS' for the accessing device.

If you purchase under a *new or existing* Microsoft Products and Services Agreement (MPSA), or Select Plus program, you can use the software on devices licensed with specific prior qualifying versions of the software. (Windows 8.1 or Windows 7, Windows Vista, or Windows XP, or Apple MacOS).

User Subscription Licenses – Applicable to Windows Enterprise User Subscription Licenses, and VDA User Subscription Licenses, when you purchase a Windows desktop OS under a *new or existing volume agreement* such as Enterprise Agreement (EA), Microsoft Products and Services Agreement (MPSA), you can use the software on devices licensed with specific prior qualifying versions of the software (Windows 8.1 or Windows 7).

7.7 Right to Run Prior Versions

This is commonly referred to as 'downgrade rights'. Microsoft volume agreements provide you with the right to downgrade to any prior version of the same product.²⁸ The use rights for the licensed version will still apply.

For example, you may downgrade Windows 10 Enterprise to Windows 8.1 Enterprise, or Windows 7 Enterprise.

When purchased under a Microsoft Cloud Agreement (MCA), the right to run or install a prior version of Windows 10 Enterprise E3 is not permitted.²⁹ The program also does not permit remote access of the Windows Desktop OS in a virtual machine on Google Cloud Platform³⁰.

If some users are licensed for Windows Desktop OS as part of a Microsoft 365 F1 user subscription, the licensed users cannot access prior versions, or remotely access of the Windows Desktop OS in a virtual machine ³¹ on GCP.

²⁸ There is a useful Microsoft licensing brief on downgrade rights available <u>here.</u>

²⁹ Please refer to the Microsoft <u>Product Terms</u> for the use restrictions for Microsoft Cloud Agreement (Ref: Microsoft Product Terms, February 2019, Page 41 of 112).

³⁰ Please refer to the Microsoft <u>Product Terms</u> for the use restrictions for Microsoft Cloud Agreement (Ref: Microsoft Product Terms, February 2019, Page 41 of 112).

³¹ Please refer to the Microsoft <u>Product Terms</u> for the use restrictions for Microsoft 365 F1 Windows 10 E3 (Ref: Microsoft Product Terms, February 2019, Pages 53-54 of 112).



8 FAQS

Here are a selection of common licensing questions and answers. We also recommend referring to binding documentation like the <u>Microsoft Product Terms</u> for guidance.

8.1 GENERAL

Q. How will GCP enable me to meet my license reporting obligations to Microsoft?

License Usage - Self Reporting

- In addition to enabling control of VM placement to launch your instances on a dedicated host, GCP will keep a record of how your instances use sole-tenant resources, which will allow you to create your own usage reports.
- Windows Server is licensed by the physical cores on each host. GCP provides visibility, including but not limited to, the number of physical processors and physical cores, and number of Windows VMs running on the host machine to allow you to keep track of how your individual Windows Server VMs use the resources of the dedicated host.
- Additionally, for SQL Server GCP provides reporting, including but not limited to, the physical processors and physical cores, and total number of VM instances running SQL Server on the host machine, and the number of virtual cores assigned to the VMs to allow you to keep track of licensable resources of the dedicated host.

License Mobility Self Reporting

- When using 'License Mobility through Software Assurance,' you must complete a license verification process with Microsoft to confirm that you have the eligible licenses with active Software Assurance.
- GCP enables you to meet your licensing reporting obligations to Microsoft. To start the verification process and review additional details, go to the <u>Microsoft License Mobility verification form</u> in the GCP Console.
- This is required for all workloads of eligible Microsoft Server products, as defined in the Microsoft Product Terms, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft SharePoint, or Microsoft System Center, RDS CAL, BizTalk Server and eligible Dynamics products.

Q. I understand from the Microsoft Product Terms that a license cannot move to another region or physical server for at least 90 days. How is this managed in GCP sole-tenant?

- Each sole-tenant node is associated with one physical server dedicated to hosting your VM instances. You can control VM placement to launch your instances to a dedicated host, and instance affinity will allow specific node affinities between your nodes and VM instances. This will enable you to control VM instance placement to satisfy the restriction of license re-assignment once every 90 days.³²
- The license re-assignment rule will apply to your licensing of Windows Server unless there is a permanent hardware failure. In this scenario when there is permanent failure of hardware³³ components, the sole-

³² Please refer to Section 9 "License Assignment and Re-Assignment" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.

³³ Please refer to Section 9 "License Assignment and Re-Assignment" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.



tenant node that is hosting the VM instances will use live migration 47 to move the VM instances to replacement host hardware automatically. If there is complete hardware failure, the VM will crash and restart automatically and a host-error is logged.

8.2 WINDOWS SERVER

Q. Can I bring my own Windows Server licenses to GCP?	 Yes, you can bring your own licensing for Windows Server with your own images to GCP sole tenant and remain compliant for Microsoft licensing. Please refer to your product terms for Microsoft licensing.
	 Windows Server does not have License Mobility rights to enable bring your own licenses to GCP shared tenancy, so we only recommend deployment on our sole-tenant offering. Windows Server licenses can only be assigned to physically dedicated hosts.
	• If you opt to bring your own licensing for Windows Server, then this would also require Windows Server CALs. Your organization may already be licensed for Windows Server CALs through Core CAL, Enterprise CAL, or Office 365 license packages such as Microsoft 365 E3, and Microsoft 365 E5.
	 You may also require additional licenses for Windows Server Rights Management Services (RMS) CALs, or Remote Desktop Services (RDS) CALs. Please work with your preferred Licensing Solution Provider (LSP).
Q. Can I buy Windows Server licenses from GCP?	 Yes, Windows Server per-core licenses are included in the cost of the Windows Server instances purchased from GCP.
	 Windows Server instances are available with the Windows Server OS pre-installed. In this case, the license is included in the cost. Windows Server CALs are not required.
	If you require more than two connections to Remote Desktop for administration, you may require additional licenses for Remote Desktop Services (RDS) CALs. Please work with your preferred Licensing Solution Provider (LSP) to purchase additional RDS CALs as required.
Q. I am using Remote Desktop Services (RDS) licenses on GCP shared tenancy. Do I require Software Assurance?	 No, you may use your RDS User CALs for Windows Server software running in VMs on GCP shared tenancy servers⁴⁸ without Software Assurance. You are required to submit 'Microsoft License Mobility verification form' when bringing your own licenses to GCP shared tenancy servers.
Software Assurance.	 There is support for two administrative Remote Desktop Services (RDS) connections (Additional RDS licenses can be brought through License Mobility).
Q. When should I use Windows Server licenses from GCP versus bringing my own	Using Windows Server instances from GCP will be easier to manage as the license is included in the cost. Windows Server CALs are not required.
licenses?	 It can be cost effective to purchase Windows Server instances on- demand from GCP shared tenancy for use scenarios when the VM instance will be non-persistent. However, if you already have procured

⁴⁷ The description of live migration for Compute Engine is available <u>here.</u>

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⁴⁸ Please refer to RDS 'Extended Use Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 47 of 112.



licenses for on-premises use, it may be cost effective to bring them to GCP and use on sole-tenant nodes.

8.3 SQL SERVER

Q. Can I bring my existing SQL licenses to GCP shared tenancy?	 Yes, you can benefit from 'License Mobility through Software Assurance' to assign your SQL Server volume licenses to shared tenancy instances in the cloud.
	 Software Assurance is required to bring your own SQL Server licenses to shared tenancy Windows Server instances in GCP.
	 In this scenario, you are responsible for disclosing new license assignments used in GCP multi-tenant environments to Microsoft.
	 When using 'License Mobility through Software Assurance,' you must complete a license verification process with Microsoft to confirm that you have the eligible licenses with active Software Assurance To start the verification process and review additional details, go to the Microsoft License Mobility verification form in the GCP Console.
	 This is required for all workloads of eligible Microsoft Server products, as defined in the Microsoft Product Terms, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft Skype for Business Server, Microsoft SharePoint, or Microsoft System Center, RDS CAL, BizTalk Server and eligible Dynamics products.
Q. Can I bring my existing SQL licenses to GCP soletenant?	Yes, GCP will enable you to bring your own licensing for SQL Server with your own images to both sole-tenant and shared tenancy while remaining compliant for Microsoft licensing.
	 You do not require active Software Assurance to bring your own SQL Server licenses to GCP sole-tenant. However, it may be beneficial to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released⁴⁹ and to leverage Software Assurance Benefits.
	• Sole-tenant is a dedicated host offering that provides a commercial benefit in licensing your sole-tenant(s) with SQL Server Enterprise Edition and active Software Assurance. This will support an unlimited number ⁵⁰ of SQL Server VM instances to run on the licensed host. This approach can be advantageous when you have a higher number of SQL Server VM instances running on the sole-tenant node and elect to license the physical cores of the host server.
Q. Can I buy SQL Server from GCP?	Yes, SQL Server per-core licenses are available and included in the cost of the Windows Server instances purchased from GCP.

 ⁴⁹ Microsoft confers 'New Version Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 78 of 112.
 ⁵⁰ Please refer to 'Server Licenses (per core)' – Item 3 of the Microsoft <u>Product Terms</u>, February 2019, page 9 of 112.



8.4 MICROSOFT APPLICATION SERVERS

For the purposes of this section, 'Microsoft Application Server' products include Microsoft SQL Server, Microsoft Exchange, Microsoft SharePoint, Microsoft Skype for Business, Microsoft System Center, RDS CAL, BizTalk Server, or Dynamics CRM.

Mic licer	Q. Can I bring my existing Microsoft Application Server licenses to GCP shared	 Yes, you can benefit from 'License Mobility through Software Assurance' to assign your Microsoft Application Server volume licenses to shared tenancy instances in the cloud.
	tenancy?	• Software Assurance is required to bring your own Microsoft Application Server licenses to shared tenancy Windows Server instances in GCP.
		 In this scenario, you are responsible for disclosing new license assignments used in GCP multi-tenant environments to Microsoft.
		 When using 'License Mobility through Software Assurance,' you must complete a license verification process with Microsoft to confirm that you have the eligible licenses with active Software Assurance. To start the verification process and review additional details, go to the <u>Microsoft License Mobility verification form</u> in the GCP Console.
		 This is required for all workloads of eligible Microsoft Server products, as defined in the Microsoft Product Terms, including but not limited to: Microsoft SQL Server, Microsoft Exchange, Microsoft Skype for Business Server, Microsoft SharePoint, or Microsoft System Center, RDS CAL, BizTalk Server and eligible Dynamics products.
	Q. Can I bring my existing Microsoft Application Server licenses to GCP sole-tenancy?	 Yes, GCP will enable you to bring your own licensing for Microsoft Application Servers with your own images to both sole-tenant and shared tenancy while remaining compliant for Microsoft licensing. Active Software Assurance is not required to bring your own SQL Server licenses to GCP sole-tenant. However, it may be beneficial to maintain active Software Assurance to enable access to 'New Version Rights' as new software versions are released⁵¹ and to leverage Software Assurance Benefits.
	Q. I have purchased Microsoft 365 and my SharePoint, Skype for Business, and Exchange Server licenses are covered under the Microsoft 365 User Subscription	 Yes, but you can only bring your SharePoint, Skype for Business, and Exchange Server licenses to GCP sole-tenant. Microsoft licensing does not support deployment to GCP shared tenancy when covered under a Microsoft 365 E3/E5, or Microsoft 365 A3/A5 user subscription licenses. This provision does not apply to Microsoft 365 purchased via a Microsoft Cloud Agreement (MCA).

Licenses. Can I bring these server licenses to GCP?

⁵¹ Microsoft confers 'New Version Rights' in the Microsoft <u>Product Terms</u>, February 2019, page 78 of 112.



8.5 DEVELOPER LICENSING OPTIONS

Q. Can I bring my Visual Studio Subscription (MSDN) licenses to GCP?	Yes, Visual Studio subscriptions are eligible to be used with Google Cloud Platform sole-tenant for development and test purposes in non-production environments.
	• This is supported only on sole-tenant as a GCP sole-tenant is a dedicated server that is physically isolated for use by a single customer. All hardware resources and storage will remain fully dedicated for your use for the term of your subscription. In this case, the outsourcing wording within the Microsoft Product Terms will apply ⁵² .
	Visual Studio subscriptions are not suitable for shared tenancy instances on Google Cloud Platform, and are not included within the 'License Mobility Software Assurance' Benefit. Visual Studio subscriptions can only be used on dedicated hardware.
Q. Can I buy Visual Studio Subscription (MSDN) licenses from GCP?	No, please work with your preferred Licensing Solution Partner (LSP).
Q. Can I bring my SQL Server Developer Edition licenses to GCP?	Yes, SQL Server Developer Edition is available as a free download. It is eligible for deployment in both sole-tenant and shared tenancy on Google Cloud Platform.

8.6 WINDOWS DESKTOP OPERATING SYSTEM

Q. Can I bring my Windows Desktop OS licenses to GCP sole tenant?	Yes, Microsoft licensing will support you to bring your own Windows Desktop OS licenses to enable access to genuine Windows Desktops running in GCP sole-tenant and remain license compliant.
Q. Can I bring my Windows Desktop OS licenses to GCP	No, Microsoft licensing will only support a 'genuine' Windows Desktop OS to run on GCP sole-tenant.
shared tenancy?	You can run a desktop 'experience' based on Windows Server OS and Windows Server Remote Desktop Services (RDS) or similar technologies. Windows Server per-core licenses are available with the provided Windows Server instances purchased from GCP.
Q. Can I bring my Windows Desktop OS licenses to GCP,	Yes, you can run Windows Desktop OS in GCP sole-tenant and access from a Google Chromebook.
and use them with Google Chromebooks?	Microsoft licensing rules will require you to bring your own 'VDA Subscription' licenses that are available through Volume Licensing.
	 If you have Windows Enterprise Per-Device, or Windows 10 Enterprise E3 User Subscription licenses, Microsoft licensing will require the accessing device to have a qualifying Windows desktop OS installed

⁵² Please refer to Section 8. "Outsourcing Software Management" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.



and licensed with an OEM license. This does not apply to Google Chromebook.
 Google Chromebook will require a VDA user or per-device subscription license to be assigned to enable you to access genuine Windows Desktop OS on GCP sole-tenant.
No, a Windows Desktop OS license is not required when running a 'look and feel' server desktop on Windows Server with Remote Desktop Services (RDS) or similar virtualization technologies.
 Windows Server per-core licenses are included in the cost of the Windows Server instances purchased from GCP. Windows Server instances are available with the Windows Server OS pre-installed. In this case, the license is included in the cost. Windows Server CALs are not required. You may require additional licenses for Remote Desktop Services (RDS) CALs. Please work with your preferred Licensing Solution Provider (LSP).
 No, you may use your RDS User CALs with Windows Server software running in VMs on GCP shared tenancy servers⁵⁴ without Software Assurance. You are required to submit '<u>License Verification Form'</u> form when bringing your own licenses to GCP shared tenancy servers.
 No, you cannot use Windows Desktop OS licensed via a Microsoft Cloud Agreement (MCA)⁵⁵ (also known as Cloud Solution Provider (CSP) Agreement) on GCP. You can use Windows 10 Enterprise Edition Per-Device Licenses, or Windows 10 Enterprise E3 or E5 USLs, or Microsoft 365 E3 or E5 USLs, purchased via Enterprise Agreement (EA), Microsoft Products and Services Agreement (MPSA), or other volume licensing programs.

Please refer to RDS 'Extended Use Rights' in the Microsoft Product Terms, February 2019, page 47 of 112.
 Please refer to the Microsoft Product Terms for the use restrictions for Microsoft Cloud Agreement (Ref: Microsoft Product Terms, February 2019, Page 41 of 112).



Q. We would like to enable our employees to work from home on their personal devices, and access a 'genuine' Windows Desktop OS on GCP sole-tenant. Do I require Software Assurance?

- Microsoft enabled this use scenario with 'Roaming Rights' as a Software Assurance Benefit for Windows. Roaming Rights will only apply when Windows Software Assurance or Windows VDA subscription licenses are licensed on a per-device basis.
- Please be aware that this right for Windows Enterprise and Windows VDA was discontinued as of either January 31st, 2017, or the end of your existing Enrollment or Agreement term, whichever is later.
- 'Roaming Rights' do not apply for Windows Enterprise E3 or E5 User Subscription Licenses, as the licensed user can access the software remotely from any device.

8.7 MICROSOFT OFFICE

Q. Can I deploy Office 365 ProPlus on GCP shared tenancy with License Mobility?	 No, Office 365 ProPlus may only be deployed on network servers in your organization's on-premises or GCP sole-tenant servers that GCP ensure are fully dedicated to your use. You are responsible for the licensing of the software regardless of the physical location of the hardware.
Q. Can I deploy Office 365 ProPlus on GCP sole-tenant?	 Yes, Office 365 ProPlus may be deployed on GCP sole-tenant with shared computer activation mode enabled.⁵⁷
Q. How many devices can be activated via Shared Computer Activation?	 Office 365 ProPlus via shared computer activation will enable a licensed user to activate and access Office 365 ProPlus from any number of devices.
	 Any SKU that contains Office 365 ProPlus is eligible for Shared Computer Activation, including Office 365 E3, Office 365 E5, Microsoft 365 E3, and Microsoft 365 E5. All equivalent Government and Education SKUs are also included. Project Online Desktop Client and Visio Online Plan 2 are also included.
Q. Can I deploy Office Professional Plus on GCP shared tenancy with License Mobility?	• No, Office Professional Plus may only be deployed on network servers in your organization's on-premises or GCP sole-tenant servers that GCP ensure are fully dedicated to your use. 58 You are responsible for the licensing of the software regardless of the physical location of the hardware.
Q. Can I deploy Office Professional Plus on GCP sole- tenant?	 Yes, you can bring your own Office Professional Plus licenses and run them on dedicated servers⁵⁹ and access the software remotely⁶⁰ and remain compliant for Microsoft licensing.
	 GCP will ensure isolation of the hardware and other resources for each end-customer, to make sure it remains fully dedicated to your use.⁶¹

⁵⁶ Please refer to the Microsoft <u>Product Terms</u> for the curtailment of Roaming Rights (Ref: Microsoft Product Terms, February 2016 Page 5 of 92.

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⁵⁷ *This will only apply to Office 365 ProPlus per user licensing and does not apply or change the software use terms under Office Professional Plus per device licenses or Windows Desktop OS client licenses.

⁵⁸ Please refer to section 'Desktop Applications'- Item 1, of the Microsoft <u>Product Terms</u>, February 2019, page 9 of 112.

⁵⁹ Please refer to section 'Desktop Applications'- Item 1, of the Microsoft <u>Product Terms</u>, February 2019, page 9 of 112.

⁶⁰ Please refer to section 'Desktop Applications'- Item 5, of the Microsoft Product Terms, February 2019, page 9 of 112.

⁶¹ Please refer to Section 8. "Outsourcing Software Management" in the Microsoft <u>Product Terms</u>, February 2019, page 6 of 112.



	GCP will not support two customers to share the same set of resources, such as hardware or storage for the term of your subscription.
Q. We would like to enable our employees to work from home on their personal devices, and access Office Professional Plus. Do I require Software Assurance?	 Yes, Microsoft enabled this use scenario with 'Roaming Rights' as a Software Assurance Benefit for Office, Project and Visio.⁶² 'Roaming Rights' do not apply for Office 365 ProPlus User Subscription Licenses, as the licensed user can access the software remotely from any device under shared computer activation.

⁶² Please refer to "Office Desktop Applications" Section 4."Software Assurance" in the Microsoft <u>Product Terms</u>, February 2019, page 22 of 112.