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 21Vianet

 21Vianet Online Services Terms

 September 6, 2024

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Introduction

This document is the Online Services Terms for the Online Services operated by 21Vianet.

The parties agree that these Online Services Terms govern Customer’s use of the Online Services and that the DPA (defined below) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. Separate terms, including different privacy and security terms, govern Customer’s use of Non-21Vianet Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in 21Vianet Customer Agreement (including the Online Services Terms), the DPA shall prevail.

Service Level Agreements

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to the sites below: <http://www.21vbluecloud.com/ostpt/>

Applicable Online Services Terms and Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer’s subscription for that Online Service. When 21Vianet introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), 21Vianet may provide terms or make updates to the Online Services Terms that apply to Customer’s use of those new features, supplements or related software.

Electronic Notices

21Vianet may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that 21Vianet identifies. Notice is given as of the date it is made available by 21Vianet.

Prior Versions

The 21Vianet Online Services Terms provides terms for Online Services that are currently available. For earlier versions of the 21Vianet Online Services Terms, Customer may refer to <http://www.21vbluecloud.com/ostpt> or contact its reseller or 21Vianet Account Manager.

Clarifications and Summary of Changes

| Additions | Deletions |
| --- | --- |
|  |  |

Added Azure Hardware Terms, including Azure Data Box Hardware Terms.

Definitions

If any of the terms below are not defined in the 21Vianet Customer Agreement, they have the definitions below.

“21Vianet Customer Agreement” means the agreement under which Customer has purchased Online Services from 21Vianet.

“Core Online Services” means those Online Services listed in as Core Online Services in [Attachment 1.](#Attachment1)

“China” means the People’s Republic of China, excluding Hong Kong and Macau Special Administrative Regions and Taiwan.

“Customer Data” means all data, including all text, sound, video, or image files, and software, that are provided to 21Vianet by, or on behalf of, Customer through Customer use of the Online Service. Customer Data does not include Support Data.

“Data Protection Addendum” (DPA) means the 21Vianet Online Services Data Protection Addendum published on the Licensing Site.

“External User” means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

“Instance” means an image of software that is created by executing the software’s setup or install procedure or by duplicating such an image.

“Licensed Device” means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

“Licensing Site” means <http://www.21vbluecloud.com/ostpt> or a successor site.

“Network Server” means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network.

“Non-21Vianet Product” means any third-party-branded software, data, service, website or product, unless incorporated by 21Vianet in a Product.

“Online Service” means services, features and Software identified in the 21Vianet Online Services Product Availability section. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Online Services are operated by 21Vianet from data centers located in China.

“Operating System Environment” (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

“OST” means these Online Services Terms.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Previews” means preview, beta or other pre-release features, data center locations, and services offered by 21Vianet for optional evaluation.

“SL” means subscription license.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to 21Vianet by or on behalf of Customer (or that Customer authorizes 21Vianet to obtain from an Online Service) through an engagement with 21Vianet to obtain technical support for Online Services covered under this agreement.

General Terms

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a user SL or access the Online Service only through a device that has been assigned a device SL, unless specified otherwise in the [Online Service-specific Terms](#OnlineServiceSpecificTerms).

**License Reassignment**

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the [Online Service-specific Terms](#OnlineServiceSpecificTerms), Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user’s absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user’s device.

**Multiplexing**

Hardware or software that a Customer uses to:

* pool connections or reduce the number of OSE’s, devices, or users a Product directly manages;
* reduce the number of devices or users that directly or indirectly access or use a Product;
* or access data a Product itself processes or generates;
* does not reduce the number of Licenses of any type that a customer needs.

Using the Online Services

Customer may use the Online Services as expressly permitted in 21Vianet Customer Agreement. 21Vianet reserves all other rights.

**Acceptable Use Policy**

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

* in a way prohibited by law, regulation, governmental order or decree;
* to violate the rights of others;
* to try to gain unauthorized access to or disrupt any service, device, data, account or network;
* to falsify any protocol or email header information (e.g., “spoofing”);
* to spam or distribute malware;
* in a way that could harm the Online Service or impair anyone else’s use of it;
* in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or
* to assist of encourage anyone to do any of the above.

Violation of the terms in this section may result in suspension of the Online Service. If 21Vianet suspends the Online Service, 21Vianet will suspend only to the extent reasonably necessary. Unless 21Vianet believes an immediate suspension is required 21Vianet will provide reasonable notice before suspending an Online Service for the reasons stated above.

**High-Risk Use**

WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Online Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of an Online Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, “High-Risk Use”). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Online Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer’s High-Risk Use of the Online Services is at its own risk. Customer agrees to defend, indemnify and hold 21Vianet and its licensor harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Online Services, including any claims based in strict liability or that 21Vianet or its licensor was negligent in designing or providing the Online Service(s) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer’s volume licensing agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

**Medical Device Disclaimer**

Customer acknowledges that the Online Services (1) are not designed, intended or made available as a medical device(s), and (2) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer’s implementation of the Online Services.

Data Protection and Security

The terms of the DPA apply to Online Services except for Online Services listed in the Attachment 1 “Online Services excluded from the DPA”.

Use of Software with the Online Services

Customer may need to install certain software provided by 21Vianet in order to use the Online Services. If so, the following terms apply:

**Software License Terms**

Customer may install and use the software only for use with the Online Services. The [Online Service-specific Terms](#OnlineServiceSpecificTerms) may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer’s right to use the software begins when the Online Service is activated and ends when Customer’s right to use the Online Service ends. Customer must uninstall the software when Customer’s right to use it ends. 21Vianet may disable it at that time.

**Validation, Automatic Updates, and Collection for Software**

21Vianet may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable 21Vianet to verify that the software is properly licensed. This information includes the software version, the end user’s user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from 21Vianet or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. 21Vianet may recommend or download to Customer’s devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) (“Apps”). The Apps may collect Diagnostic Data (as defined in the DPA) about the use and performance of the Apps, which may be transmitted to 21Vianet, to the extent any Personal Data is contained therein, and used for the purposes described in the DPA.

**Third-party Software Components**

The software may contain third party software components. Unless otherwise disclosed in that software, 21Vianet, not the third party, licenses these components to Customer under 21Vianet’s license terms and notices.

Technical Limitations

Customer may not reverse engineer, decompile, disassemble or work around technical limitations in any of the Online Services, except where applicable law permits it despite this limitation. Customer may not disable, tamper with or otherwise attempt to circumvent any billing mechanism, including any mechanism that meters Customer’s use of the Online Services. Customer may not rent, lease, lend, resell, transfer, or sublicense any software to or for third parties. Customer may not access or use the Online Services in any way that violates the rights of any third party or purports to subject any of 21Vianet’s suppliers to any obligations to third parties.

Import/Export Services

Customer’s use of any Import/Export Service is conditioned upon its compliance with all instructions provided by 21Vianet regarding the preparation, treatment and shipment of physical media containing its data (“storage media”). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. 21Vianet has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media.

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Changes to and Availability of the Online Services

21Vianet may make commercially reasonable changes to each Online Service from time to time. 21Vianet may modify or terminate an Online Service in country where 21Vianet is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for 21vianet to continue operating the Online Service without modification, and/or (3) causes 21Vianet to believe these terms or the Online Service may conflict with any such requirement or obligation. If 21vianet terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

For information on availability, Customer may refer to the 21Vianet Online Services Product Availability section.

State secret representation and warranty*.*

Customer represents and warrants that Customer Data does not include state secrets or, if any Customer Data does constitute state secrets, that Customer has obtained necessary approvals to disclose those state secrets to 21Vianet and its Affiliates, contractors and suppliers.

Compliance with Chinese laws and regulations

Customer acknowledges that under Chinese regulations:

* An Internet information service provider shall not produce, reproduce, publish or disseminate information that includes the following content (“Prohibited Content”).  Prohibited Content is content that:
	1. is against the basic principles determined by the Constitution;
	2. impairs national security, divulges State secrets, subverts State sovereignty or jeopardizes national unity;
	3. damages the reputation and interests of the State;
	4. incites ethnic hostility and ethnic discrimination or jeopardizes unity among ethnic groups;
	5. damages State religious policies or that advocates sects or feudal superstitions;
	6. disseminates rumors, disrupts the social order or damages social stability;
	7. disseminates obscenity, pornography, gambling, violence, homicide and terror, or that incites crime;
	8. insults or slanders others or that infringes their lawful rights and interests; and
	9. is otherwise prohibited by laws or administrative regulations.
* If an Internet information service provider discovers that information distributed on its website falls within the scope of the Prohibited Content, it shall promptly terminate the distribution, keep relevant records, and report to the relevant authorities.

Customer further agrees:

* If the business or organization Customer operates by using the Online Services is subject to permit or approval by related governmental authorities, Customer will obtain such related permit or approval, including without limitation:
	+ if Customer’s website provides non-operational Internet information services, Customer will make the filing for the non-operational website with the governmental authority; and
	+ if Customer‘s website provides operational Internet information services, Customer will obtain the VAT permit for operational website from the governmental authority.
* If Customer is an Internet information service provider using Online Services, Customer will keep records of the information provided, time of publishing and the Internet address or domain name, and assist in providing such information when inquired by related government authorities in accordance with applicable laws.

Customer will provide Customer’s real identity and contact information in registering for the Online Services and promptly update that information in the portal for the Online Service if it changes. 21Vianet will use this information to contact Customer as detailed in the Privacy Statement. Customer warrants that the information Customer provides is true, complete and valid, and Customer is wholly responsible for the consequences if it is not.

Other

**Non-21Vianet Products**

21Vianet may make Non-21Vianet Products available to Customer through Customer’s use of the Online Services (such as through a store or gallery, or as search results. If Customer installs or uses any Non-21Vianet Product with an Online Service, Customer may not do so in any way that would subject 21Vianet’s or 21Vianet licensor’s intellectual property or technology to obligations beyond those expressly included in the 21Vianet Customer Agreement. For Customer’s convenience, 21Vianet may include charges for certain Non-21Vianet Product as part of Customer’s bill for Online Services. 21Vianet, however, assumes no responsibility or liability whatsoever for any Non-21vianet Product. Customer is solely responsible for any Non-21Vianet Product that it installs or uses with an Online Service or acquires or manages through an online store. Customer’s use of any Non-21Vianet Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-21Vianet Product (if any).

**Previews**

PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," as described herein. Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to make a Preview service generally commercially available.

Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service.

Providing “Feedback” (suggestions, comments, feedback, ideas, or know-how, in any form) to 21Vianet about Preview services is voluntary. 21Vianet is under no obligation to post or use any Feedback. By providing Feedback to 21Vianet, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to 21Vianet and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of 21Vianet or others), without attribution in any way and for any purpose.

Customer warrants that 1) it will not provide Feedback that is subject to a license requiring 21Vianet to license anything to third parties because 21Vianet exercises any of the above rights in Customer’s Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

**Competitive Benchmarking**

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

**Government Customers**

If Customer is a government entity, in compliance with applicable laws and regulations, 21Vianet and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

*

Online Service Specific Terms

In addition to the General Terms for Online Services above, the following Online Service-specific terms apply to the listed Online Services. In the event of any conflict or inconsistency between the General Terms and the Online Service-specific terms, the Online Service-specific terms shall prevail as to the applicable Online Services. If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

**Definitions**

 “Customer Solution” means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

“Microsoft Azure Services” means the Microsoft services and features identified at https://www.azure.cn/zh-cn/support/service-dashboard/, except those licensed separately. “Microsoft Azure Services” includes any open source components incorporated by Microsoft in those services and features.

**Limitations**

Customer may not

* resell or redistribute the Microsoft Azure Services, or
* allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Microsoft Entra ID). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

**Retirement of Services or Features**

21Vianet will provide Customer with 12 months’ notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

**Hosting Exception**

Customer may create and maintain a Customer Solution and, despite anything to the contrary in the 21Vianet Customer Agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of the 21Vianet Customer Agreement are met by that use.

**Use of Software within Microsoft Azure**

For Microsoft software available within a Microsoft Azure Service, 21Vianet grants Customer a limited license to use the software only within the Microsoft Azure Service.

**Data Center Availability**

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to https://www.azure.cn/zh-cn/home/features/what-is-azure/

**Sharing**

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing 21Vianet to make them available to such users in a manner and location of its choosing.

**Marketplace**

Microsoft Azure enables Customer to access or purchase Non-21Vianet Products through features such as the 21Vianet Azure Marketplace, subject to separate terms available at <https://docs.azure.cn/zh-cn/articles/azure-marketplace/publishagreement> .

 21Vianet Compute Pre-Purchase (CPP)

For Compute Pre-Purchase (CPPs) purchased through Online Service Premium Agreement (OSPA) for China East 1 Data Center or China North 1 Data Center, the CPPs can be deployed flexibly in East 1 Data Center or North 1 Data Center. Furthermore, once the purchased CPPs are successfully deployed in China East 1 Data Center or China North 1 Data Center, it represents the purchased CPPs have been successfully deployed.

Azure SQL Edge

Definitions

“IoT Device” means a computing device that (i) is designed or configured for use primarily with an industry- or task-specific software program that provides the primary functionality of the computing device (“IoT Program”), (ii) uses equal to or less than 16 physical cores, and (iii) is not designed to be marketed or primarily used as a multi-functional Server, or a commercially viable substitute for a multi-functional Server.

Use of Azure SQL Edge

Customer may install and use any number of copies of the Azure SQL Edge software on an IoT Device dedicated to Customer’s use and to which a License is assigned. Notwithstanding anything to the contrary in “General Terms,” Customer may reassign a License at any time to other IoT Devices dedicated to its use. If Customer installs any features or functionalities other than the Azure SQL Edge software on the IoT Device, then those other features or functionalities may be used only to support the IoT Program.

The terms of the DPA do not apply to Azure SQL Edge installed on Customer’s IoT Device, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes, because the operating environment of such IoT Devices is not under 21Vianet’s control.

Azure Stack HCI

Privacy Notice

Except as reflected below, 21Vianet is an independent controller of Personal Data collected in connection with your use of Azure Stack HCI. 21Vianet will handle this Personal Data in accordance with the 21Vianet Privacy Statement at http://www.21vbluecloud.com/ostpt/, and the DPA terms do not apply.

Personal Data collected and used to enable Azure management services through the Azure admin portal, to meter product usage for billing purposes, and to the extent specified in product documentation will be handled in accordance with the DPA terms.

Use Rights and Conditions for Use

Customer may use the Azure Stack HCI software only (i) on servers dedicated to Customer’s use and (ii) as an operating system to host, manage, and service validly licensed virtual machines running validly licensed applications. Customer may use the Azure Stack HCI software as long as it is (i) registered with Customer’s valid Azure subscription in order to enable additional Azure Stack HCI functionality and to meter and invoice Customer and (ii) connected to Customer’s Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.

License Restrictions

Customer may not (i) work around any mandatory registration or sign up process for Azure Stack HCI or (ii) run any applications, operating system roles, and/or other workloads directly on the Azure Stack HCI software except for (A) utilities and operating system roles and (B) virtualized machines running Azure Stack HCI, both (A) and (B) as necessary to enable Azure Stack HCI to host, manage, and service validly licensed virtual machines running validly licensed applications.

Hosting Exception

The Hosting Exception in the OST applies to Azure Stack HCI, however, the definition of “Customer Solution” is replaced with the following: Customer Solution means an application or any set of applications that (i) adds primary and significant functionality to the Microsoft Azure Services, (ii) is not primarily a substitute for the Microsoft Azure Services, and (iii) does not solely provide infrastructure services such as virtual machines, containers, storage, or services for the management thereof.

Customer Support

Any customer support for Azure Stack HCI that may be available from 21Vianet requires that Azure Stack HCI runs on server hardware that is pre-validated and listed in the Azure Stack HCI catalog or any successor.

Azure Stack Hub

Azure Stack Hub Privacy

The 21Vianet Privacy Statement located at http://www.21vbluecloud.com/ostpt/ applies to Customer’s use of Azure Stack Hub. If a 21Vianet Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller’s privacy practices, which may differ from 21Vianet’s.

To the extent 21Vianet is a processor or subprocessor of personal data in connection with Azure Stack Hub, 21Vianet makes to all customers, effective August 1st, 2018, the commitments in (a) the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the DPA and (b) the European Union General Data Protection Regulation Terms in Attachment 2 of the DPA .

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

Cognitive Services and Applied AI Services

For the purposes of this section, “Services” means collectively Cognitive Services and Applied AI Services.

Product documentation

21Vianet may provide technical documentation regarding the appropriate operation applicable to the Services (including the applicable developer guides), which is made available online by 21Vianet and updated from time to time. Customer acknowledges and agrees that it has reviewed this documentation and will use the Services in accordance with such documentation, as applicable.

Some Services are intended to process Customer Data that includes Biometric Data (as may be further described in product documentation) which Customer may incorporate into its own systems used for personal identification or other purposes. Customer acknowledges and agrees that it is responsible for complying with the Biometric Data obligations contained in the DPA .

Limit on Customer use of service output

Customer will not, and will not allow third parties to use the Services or data from the Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

**Services in Containers**

Services features that are available in containers are designed to connect to a billing endpoint. The containers and the billing endpoint are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service in this agreement. Customer must configure the containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of those containers. Provided Customer enables such metering and subject to any applicable transaction limits, Customer may install and use any number of containers (1) on Customer's hardware devices that are dedicated to Customer's exclusive use, and (2) in Customer's Microsoft Azure Service accounts.

The containers include material that is confidential and proprietary to 21Vianet. Customer agrees to keep that material confidential and to promptly notify 21Vianet if Customer becomes aware of any possible misappropriation or misuse.

The terms of the DPA do not apply to containers installed on Customer’s dedicated hardware, except to the extent a) any Personal Data is collected in connection with the billing endpoint or b) custom model training is required prior to download of the Service operating in the container, because the operating environment of those containers is not under 21Vianet’s control.

Inactive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Services configuration or custom model that has been inactive may at 21Vianet’s discretion be treated as an Online Service for which the Customer’s subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

Microsoft Azure Plans

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per user SL. All 21Vianet as well as third party applications count towards this application limit.

Microsoft Entra ID

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Entra ID (P1 and P2) User SL.

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Microsoft Entra ID service level.

Microsoft Dynamics 365 Services

Notices

The Bing Maps Notice in [Attachment 1](#Attachment1) applies.

External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management and Dynamics 365 Finance.

Administration Portal

Customers with Dynamics 365 Supply Chain Management and Dynamics 365 Finance may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses or (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Finance or Supply Chain Management licenses if,

* Each Online Service is deployed under a separate instance, and
* Licensed users only access instances for which they are entitled.

Dynamics 365 Supply Chain Management and Dynamics 365 Finance Source Code

Customer may modify for its internal use the application source code for Dynamics 365 Supply Chain Management and Dynamics 365 Finance.

Prerequisites for Dynamics 365 Team Member SLs

Only customers licensed for Dynamics 365 Plan, Dynamics 365 Customer Engagement Plan, Dynamics 365 Unified Operations Plan, Dynamics 365 for Customer Service, Dynamics 365 for Field Service, or Dynamics 365 for Sales may acquire Dynamics 365 Team Members SLs.

Dynamics 365 for Unified Operations - Order Lines Add-On

Users or devices do not require a SL to: (i) execute indirect transactions (not through a client UI) utilizing an OData or DIXF integration; and (ii) update data only in any of the order line operations tables specified in the table below. The number of allowed transactions is limited to the number of order lines licensed.

|  |  |  |
| --- | --- | --- |
| **Order Lines**  | **Order Lines Type** | **Operations Table** |
| Sales | Sales Order Lines | SALESLINE |
| Invoicing | Free Text Invoice | CUSTINVOICELINE |
| Invoicing | Vendor Invoice | VENDINVOICEINFOLINE |
| Purchasing | Purchase Order | PURCHLINE |
| Accounting | General Journal | LEDGERJOURNALTRANS |
| Cost Accounting | Cost Entries | CAMDATACOSTOBJECTCOSTENTRY |

Office 365 Services

**Core Features for Office 365 Services**

During the term of Customer’s subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). 21Vianet may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

**Administration Portal**

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the 21Vianet Online Services Portal or its successor site.

Exchange Online

Data Loss Prevention

Exchange Online Archiving for Exchange Online

Exchange Online Archiving for Exchange Server

Exchange Online K1

Exchange Online (Plan 1 and Plan 2)

**Core Features for Office 365 Services – Exchange Online**

Exchange Online or its successor service will have the following [Core Features](#CoreFeaturesforOffice365Services) capabilities:

**Emails**

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer’s organization, and access the end user’s mailbox.

**Mobile and Web Browser Access**

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer’s organization, and access the end user’s mailbox, all from within a compatible web browser.

**Retention Policies**

Customer will be able to establish archive and deletion policies for email messages.

**Deleted Item and Mailbox Recovery**

Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user’s email folders.

**Multi-Mailbox Search**

Customer will be able to search for content across multiple mailboxes within its organization.

**Calendar**

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

**Contacts**

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

**Core Features for Office 365 Services – Exchange Online Archiving**

Exchange Online Archiving or its successor service will have the following [Core Features](#CoreFeaturesforOffice365Services) capabilities:

**Storage**

Customer will be able to allow an end user to store email messages.

**Retention Policies**

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user’s own mailbox.

**Deleted Item and Mailbox Recovery**

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user’s email folders in the end user’s archive.

**Multi-Mailbox Search**

Customer will be able to search for content across multiple mailboxes within its organization.

**Legal Hold**

Customer will be able to place a “legal hold” on an end user’s primary mailbox and archive mailbox to preserve the content of those mailboxes.

**Archiving**

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

**Archiving for Exchange Server**

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their org ID on up to five smartphones and five tablets.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer’s licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer’s migration to Exchange Online Plan 2 or the expiration of Customer’s Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://www.21vbluecloud.com/ostpt>.

**Office 365 Data Loss Prevention Device License**

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Microsoft Teams

**Notices**

The H.264/MPEG-4 AVC Notice in [Attachment 1](file:///C%3A/Users/jimtha/Downloads/MicrosoftOnlineServicesTerms%28WW%29%28English%29%28February2021%29%28CR%29.docx#Attachment1) applies to all Office 365 Services that include Microsoft Teams.

**External User Entitlements and Meeting Join License Requirements**

User SLs are not required for any user to join meetings, webinars, and live events hosted by licensed users. User SLs are also not required for External Users to participate in Teams channels as a Guest with an Microsoft Entra External ID.

**Health Sector Customers**

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user’s and Customer’s use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user’s and Customers use of Microsoft Teams.

Any information provided by Customer or its patients in Microsoft Teams (including meeting recordings if enabled by Customer, or any Microsoft Teams apps enabling virtual appointment services) that's necessary for medical records continuity or retention purposes should be downloaded, copied, and/or notated directly in such records by Customer. This service does not maintain legal medical record or a designated record set.

Microsoft 365 Applications

Microsoft 365 Apps for Business

Microsoft 365 Apps for Enterprise

 Visio Online (Plan 1 and 2)

**Definitions**

“Authorized Outsourcer” means any third party service provider that is not a Listed Provider and is not using Listed Provider as a Data Center Provider as part of the outsourcing service.

“Data Center Provider” means an entity that provides infrastructure or software services, directly or indirectly, to another service provider.

“Listed Providers” include entities identified at <http://aka.ms/listedproviders>, and any local entities in China operating online services based on the Listed Providers’ technologies. Additional Listed Providers at <http://aka.ms/listedproviders> may be identified from time to time; however, if Customer is using an outsourcer at the time its Authorized Outsourcer status is terminated, then Customer may temporarily continue to use the same entity in its former Authorized Outsourcer capacity for one year from the date of that change in status.

**Installation and Use Rights**

Each user to whom Customer assigns a user SL must have a work or school account in order to use the software provided with the Subscription. These users:

* may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
* may also install and use the software, with shared computer activation, on a shared device, a Network Server (with limitations), or on shared servers on Microsoft Azure or with a Qualified Multitenant Hosting Partner (“QMTH”). Rights to install and use the software with a QMTH do not apply if the QMTH is using a Listed Provider as a Data Center Provider. A list of Qualified Multitenant Hosting Partners is available at <https://aka.ms/QMTHAuthorizedPartnerList>. This shared computer activation provision does not apply to Customers licensed for Microsoft 365 Apps for Business; and
* must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.
* may use Internet-connected Online Services provided as part of Microsoft 365 Apps for Enterprise.  Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than this OST and with respect to which 21Vianet is a data controller, as identified in product documentation.

**Network Server Use Limitations**

Use of Microsoft 365 Applications on any Network Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the limitations below:

Customer may install and use licensed copies of the software on Network Servers and other devices that are under the day-to-day management and control of Authorized Outsourcers, provided all such Network Servers and other devices are and remain fully dedicated to Customer’s use. Customer is responsible for all of the obligations under its licensing agreement regardless of the physical location of the hardware upon which the software is used. Except as expressly permitted here, Customer is not permitted to install or use licensed copies of the software on Network Servers and other devices that are under the management or control of a third party.

**Smartphone and Tablet Devices**

Each user to whom Customer assigns an Microsoft 365 Apps for Business or Microsoft 365 Apps for Enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their work or school account on up to five smartphones and five tablets.

When versions of Microsoft Word, Excel, PowerPoint, Outlook, OneDrive, and Teams applications for mobile devices (“M365 Mobile Applications”) are used with a work or school account to access Online Services governed by this OST, the terms of the OST that govern the relevant Online Service apply to that use of the M365 Mobile Applications. 21Vianet’s commitments related to M365 Mobile Applications do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which the mobile applications operate.

**The following terms apply only to Microsoft 365 Apps for Enterprise**

**Office Home & Student 2013 RT Commercial Use**

The commercial use restriction for Office Home & Student 2013 RT is waived for each Microsoft 365 Apps for Enterprise User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

**Office Online Server**

For each Microsoft 365 Apps for Enterprise subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer’s use. Each Microsoft 365 Apps for Enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under any 21Vianet agreements that cover Online Services only.

**The following terms apply only to Microsoft 365 F1/F3**

**License Eligibility for Frontline Worker Licenses**

Microsoft 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

* Uses a primary work device with a single screen smaller than 10.9"
* Shares their primary work device with other qualifying Microsoft 365 or Office 365 Frontline Worker licensed users, during or across shifts.
	+ Other licensed Frontline Worker users must also use the device as their primary work device.
	+ Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Microsoft 365 Frontline Worker licenses include Microsoft 365 F1 and Microsoft 365 F3.

**Microsoft 365 F1 User Mailbox Use Rights**

M365 F1 does not include rights to an Exchange mailbox. In order to enable a full Teams experience, M365 F1 licenses may come with the Exchange Online K1 service plan enabled. Although the Exchange Online K1 service plan will provision a mailbox for the user, M365 F1 users are not entitled to use the mailbox. We recommend that you disable Outlook on the web via these steps ([https://docs.microsoft.com/en-us/exchange/recipients-in-exchange-online/manage-user-mailboxes/enable-or-disable-outlook-web-app](https://nam06.safelinks.protection.outlook.com/?url=https%3A%2F%2Fdocs.microsoft.com%2Fen-us%2Fexchange%2Frecipients-in-exchange-online%2Fmanage-user-mailboxes%2Fenable-or-disable-outlook-web-app&data=05%7C01%7Cdostrach%40microsoft.com%7C6274c1596d094d5691c808db21c4327f%7C72f988bf86f141af91ab2d7cd011db47%7C1%7C0%7C638140898778759958%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=pTOHyBXdOseLOz82AWLWjOU%2BPD5OFzb%2FT542C6Q39J8%3D&reserved=0)) and ask your users not to access the Exchange mailbox via any other methods.

Office for the web

**Core Features for Office 365 Services**

Office for the web or its successor service will have the following [Core Features](#CoreFeaturesforOffice365Services) capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office for the web or its successor service.

**External Users**

External Users invited to site collections via Share-by-Mail functionality do not need user SLs with Office for the web.

OneDrive for Business

**External Users**

External Users invited to site collections via Share-by-Mail functionality do not need user SLs with OneDrive for Business. / [General Terms](#GeneralTerms)

Project Online

Project Online Essentials

Project Online Professional

Project Online Premium

**Installation and Use Rights for Project application**

Each user to whom Customer assigns a Project Online Professional or Project Online Premium user SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

* may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
* may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on shared servers on Microsoft Azure or with a Qualified Multitenant Hosting Partner. A list of Qualified Multitenant Hosting Partner and additional deployment requirements is available at www.office.com/sca.; and
* must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

**Use of SharePoint Online**

Rights to the SharePoint Online functionality provided with a Project Online Professional or Premium User SL are limited to storing and accessing data in support of Project Online.

SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP

SharePoint Online K1

SharePoint Online (Plan 1 and 2)

**Core Features for Office 365 Services**

SharePoint Online or its successor service will have the following [Core Features](#CoreFeaturesforOffice365Services) capabilities:

**Collaboration Sites**

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

**Storage**

Customer will be able to set storage capacity limits for a site created by an end user.

**External Users**

External Users invited to site collections via Share-by-Mail functionality do not need user SLs with SharePoint Online F1, Plan 1 and Plan 2.

**Storage Add-on SLs**

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with user SLs for SharePoint Online Plans 1 and 2.

Audio Services

Common Area Communication Device

**Core Features for Office 365 Services**

Microsoft Teams or their successor services will have the following [Core Features](#CoreFeaturesforOffice365Services) capabilities:

**Instant Messaging**

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

**Presence**

An end user will be able to set and display the end user’s availability and view another end user’s availability.

**Online Meetings**

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

**Notices**

The H.264/MPEG-4 AVC and/or VC-1 Notices in [Attachment 1](#Attachment1) apply.

**External Users and users not authenticated by Microsoft Teams**

User SLs are not required for External Users and users not authenticated by the Microsoft Teams service.

**Common Area Communications Device**

A Common Area Communication Device (“CACD”) is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. 21Vianet’s Common Area Phone offering is a device SL that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Other Online Services

Microsoft Power Platform

|  |  |
| --- | --- |
| Microsoft Power Automate | Microsoft Power BI Pro |
| Microsoft Power Apps | Microsoft Power BI Premium |

Notices

The Bing Maps, H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in [Attachment 1](#Attachment1) apply.

**Microsoft Power BI**

Definitions

“Customer Application” means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

“Embedded Capabilities” means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in the 21Vianet Customer Agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of the 21Vianet Customer Agreement are met by that use.

Limitations

Customer may not

* resell or redistribute the Microsoft Power BI services, or
* allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. 21Vianet or its suppliers may display content published through the publish to web functionality on a public website or gallery.

**Microsoft Power Apps**

**Restricted Entities**

Customer may not create, modify, or delete any data from entities of the type designated as “restricted” in product documentation at <https://docs.microsoft.com/en-us/powerapps/maker/common-data-service/data-platform-restricted-entities>. Customer has read-only access to such restricted entities.

**Non-Restricted Entities**

Users with a Power Apps license may create, read, update, or delete any data from entities of the type that are not designated as “restricted” in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>.

Microsoft Intune

Microsoft Intune (per user)

Microsoft Intune for Devices

**Manage Devices and Applications**

Each User to whom Customer assigns a User SL may access and use the Online Services and related software to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user.

**Microsoft Intune for Devices**

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

Azure Hardware Terms

This section includes the additional or alternative terms that apply to hardware Products that are identified below. If there is a conflict between the provisions of this section and that of the General Terms , this section shall govern and control for that hardware Product.

Azure Data Box Hardware Terms

The Additional Terms for Data Box located at <https://www.21vbluecloud.com/ostpt/> are incorporated by reference into these Azure Data Box Hardware Terms.

**Definitions**

**Azure Storage** means the 21Vianet-operated cloud service that provides data storage.

**Azure Storage Account** means an account that enables Customer to access and store its information using the Azure Storage service.

**Data Box Device** means a hardware device, including Data Box Software, that 21Vianet may provide for Customer's temporary use in transporting data between its premises and the Azure data center. The family of Data Box Devices includes Data Box, Data Box Disk, and successors.

**Data Box Software** means all software provided on or in connection with a Data Box Device, including all tools, updates, and associated documentation.

**Designated Azure Data Center** means the data center designated by 21Vianet as the data center to which Customer will return the Data Box Device, which may be different than the data center where Customer prefers to store its data and/or the location of Customer's Azure Storage Account.

**Microsoft Azure Data Box Service** or **Service** means the 21Vianet-operated Microsoft Azure service that enables customers to store and transfer large amounts of data to and from data centers on the Data Box Device.  For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

**Data Box Software**

The Data Box Software is licensed, not sold. 21Vianet grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting data as enabled by the Data Box Device. 21Vianet and its licensor reserve all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation; (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use Non-21Vianet Product with Data Box Software in any way that would subject 21Vianet or 21Vianet’s licensor’s intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

**Azure Service Terms**

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to 21Vianet Customer Agreement. These Additional Terms supplement but do not amend or modify 21Vianet Customer Agreement. If there is a conflict between these Additional Terms and 21Vianet Customer Agreement, the Additional Terms will govern and control for purposes of the use of the Data Box Device as part of the Service.

**Product Use Rights**

Subject to the payment of applicable fees, 21Vianet grants Customer permission to use the Data Box Device to transport and transfer data.

**Customer Determination of Appropriateness**. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in the Additional Terms, and (ii) that 21Vianet shall have no liability to Customer or any other third party for any loss of data or other damages.

**No Transfer or Access**. Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Data Box Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Data Box Device (including the Software).

**Disclaimer of Warranty**

**THE DATA BOX DEVICE AND ANY ASSISTANCE BY 21VIANET OR ITS LICENSOR PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS."  CUSTOMER BEARS THE RISK OF USING THEM.  21VIANET GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS.  CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE.  TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, 21VIANET EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

21Vianet Online Services Product Availability (OSPA Only)

Microsoft Azure

Please refer to [https://www.azure.cn/](https://www.azure.cn/a)

Microsoft Dynamics 365

**Microsoft Dynamics 365 available services minimum order requirement qualification:**

| **Dynamics 365 Online ServicesQualifies toward minimum order requirement** | **Additional Dynamics 365 Online Services Does not qualify toward minimum order requirement** |
| --- | --- |
| * Customer Engagement:
	+ Dynamics 365 Customer Service
	+ Dynamics 365 Sales
	+ Dynamics 365 Field Service
* Unified Operations:
	+ Dynamics 365 Finance
	+ Dynamics 365 Project Operations
	+ Dynamics 365 Supply Chain Management
 | * All lower-level SKUs:
	+ Dynamics 365 Sales Attach
	+ Dynamics 365 Customer Service Attach
	+ Dynamics 365 Field Services Attach
	+ Dynamics 365 Finance Attach
	+ Dynamics 365 Project Operations Attach
	+ Dynamics 365 Supply Chain Management Attach
	+ Dynamics 365 Team Members
	+ Dynamics 365 Sales Pro
	+ Dynamics 365 Sales Pro Attach
	+ Dynamics 365Customer Services Pro
	+ Dynamics 365 Customer Services Pro Attach
	+ Dynamics 365 Unified Operations – Device
	+ Dynamics 365 Unified Operations – Activity
	+ Dynamics 365 Add-ons (e.g., Additional Database Storage)
* Power Apps
	+ Power Apps Premium
	+ Power Apps per App Plan
	+ Power Apps per App (1 App or portal)
	+ Power Platform Request Sub 50K Daily Add-on
	+ Power Apps Portal Pageview
	+ Power Apps Portals Login capacity add-on T1 (This product requires minimal purchase of 1)
	+ Power Apps Portals Login capacity add-on T2 (This product requires minimal purchase of 10)
	+ Power Apps Portals Login capacity add-on T3 (This product requires minimal purchase of 50)
* Power Automate
	+ Power Automate per User Plan
	+ Power Automate Premium
	+ Power Automate Process
	+ Power Automate per flow (This product requires a minimal purchase of 5 units)
	+ Power Automate Unattended RPA Add-on
	+ Power Automate Process Mining Add-on
* Power Pages
	+ Power Pages authenticated users T1 100 users/per site/month capacity pack CN
	+ Power Pages authenticated users T2 - 100 users/per site/month capacity pack CN (This product requires a minimal purchase of 100 units)
	+ Power Pages authenticated users T3 - 100 users/per site/month capacity pack CN (This product requires a minimal purchase of 1,000 units)
	+ Power Pages anonymous users T1 500 users/per site/month capacity pack CN
	+ Power Pages anonymous users T2 - 500 users/per site/month capacity pack CN (This product requires a minimal purchase of 20 units)
	+ Power Pages anonymous users T3 - 500 users/per site/month capacity pack CN (This product requires a minimal purchase of 200 units)
 |

Microsoft 365

Customer may use the Online Services as expressly permitted in 21Vianet Customer Agreement. 21Vianet reserves all other rights.

**Microsoft 365 Available Services Table.** The following are the Enterprise Online Services and Additional Online Services available.

| **Enterprise Online Services** | **Additional Online Services** |
| --- | --- |
| * Office 365 Enterprise E1
* Office 365 Enterprise E3
* Microsoft 365 Apps for Enterprise
* Enterprise Mobility + Security E3 (User SL)
* Microsoft 365 E3 W/O WIN
 | * Exchange Online Plan 1
* Exchange Online Plan 2
* SharePoint Online Plan 1
* SharePoint Online Plan 2
* Exchange Online Kiosk
* Project Online Essentials
* Project P3
* Project P5
* Visio Online Plan 2
* Visio Online Plan 1
* Power BI Pro
* Power BI Premium EM1
* Power BI Premium EM2
* Power BI Premium EM3
* Power BI Premium P1
* Power BI Premium P2
* Power BI Premium P3
* Power BI Premium USL
* Power BI Premium USL AO
* Office 365 Extra File Storage
* Exchange Online Archiving for Exchange Online
* Office 365 Plan E3 Step Up from Office 365 Plan E1
* Office 365 Plan E1 Step Up from Exchange Online Plan 1
* Office 365 Enterprise E4 Step Up from Office 365 Enterprise E3
* Office 365 Enterprise E3 Step Up from SharePoint Online Plan 2
* Office 365 Enterprise E3 Step Up from Exchange Online Plan 1
* Office 365 Enterprise E3 Step Up from Exchange Online Kiosk
* Office 365 Enterprise E3 Step Up from M365 Apps for Enterprise
* Exchange Online Plan 2 Step Up from Exchange Online Plan 1
* Exchange Online Plan 1 Step Up from Exchange Online Kiosk
* Project P5 Step Up from Project Online
* Project P3 Step Up from Project Pro for Office 365
* Project P5 Step Up from Project P3
* Project P3 Step Up from Project Online Essentials
* Microsoft Entra ID P1
* Microsoft Entra ID P2
* Microsoft Intune (per user)
* Microsoft Intune for Devices
* Azure Information Protection Premium Plan 1 (User SL)
* OneDrive business P1
* Exchange Online Protection
* Microsoft 365 F1
* Microsoft 365 F3 W/O WIN
* Workload Identities Premium
 |

**Microsoft 365 Feature Add-on.** The following are the qualifying services required to purchase the available Feature Add-on Subscription Licenses listed in the Available Services Table.

| **Qualifying Subscription License** | **Feature Add-on** |
| --- | --- |
| * Office 365 Enterprise E1
* Office 365 Enterprise E3
* Office 365 Enterprise E4
* SharePoint Online Plan 1
* SharePoint Online Plan 2
* Microsoft 365 E3 W/O WIN
* Microsoft 365 F1
* Microsoft 365 F3 W/O WIN
 | * Office 365 Extra File Storage
 |
| * Office 365 Enterprise E1
* Exchange Online Kiosk
* Exchange Online Plan 1
* Microsoft 365 E3 W/O WIN
* Microsoft 365 F3 W/O WIN
 | * Exchange Online Archiving for Exchange Online
 |

**Microsoft 365 Step-up Subscription Licenses Availability.** The following are the qualifying services required to purchase the available Step-Up Subscription Licenses listed in the Available Services Table.

|  |  |  |
| --- | --- | --- |
| **Step Up From (Qualifying Subscription License)** | **Step Up To** | **Step Up Subscription Licenses** |
| * Office 365 Enterprise E1
 | * Office 365 Enterprise E3
 | * Office 365 Plan E3 Step Up from Office 365 Plan E1
 |
| * Office 365 Enterprise E3
 | * Office 365 Enterprise E4
 | * Office 365 Enterprise E4 Step Up from Office 365 Enterprise E3
 |
| * SharePoint Online Plan 2
 | * Office 365 Enterprise E3
 | * Office 365 Enterprise E3 Step Up from SharePoint Online Plan 2
 |
| * Exchange Online Plan 1
 | * Office 365 Enterprise E1
 | * Office 365 Enterprise E1 Step Up from Exchange Online Plan 1
 |
| * Exchange Online Plan 1
 | * Exchange Online Plan 2
 | * Exchange Online Plan 2 Step Up from Exchange Online Plan 1
 |
| * Exchange Online Plan 1
 | * Office 365 Enterprise E3
 | * Office 365 Enterprise E3 Step Up from Exchange Online Plan 1
 |
| * Exchange Online Kiosk
 | * Office 365 Enterprise E3
 | * Office 365 Enterprise E3 Step Up from Exchange Online Kiosk
 |
| * Microsoft 365 Apps for Enterprise
 | * Office 365 Enterprise E3
 | * Office 365 Enterprise E3 Step Up from Microsoft 365 Apps for Enterprise
 |
| * Exchange Online Kiosk
 | * Exchange Online Plan 2
 | * Exchange Online Plan 2 Step Up from Exchange Online Kiosk
 |
| * Project Online
 | * Project Online Premium
 | * Project Online Premium Step Up from Project Online
 |
| * Project Online Pro for Office 365
 | * Project Online Professional
 | * Project Online Professional Step Up from Project Pro for Office 365
 |
| * Project Online Professional
 | * Project Online Premium
 | * Project Online Premium Step Up from Project Online Professional
 |
| * Microsoft 365 F1
 | * Microsoft 365 F3 W/O WIN
 | * M365 F3 w/o Win China Only SU M365 F1 Per User
 |
| * Enterprise Mobility + Security E3
 | * Microsoft 365 E3 W/O WIN
 | * M365 E3 w/o Win China Only SU EMS E3 Per User
 |
| * Microsoft 365 F3 W/O WIN
 | * Microsoft 365 E3 W/O WIN
 | * M365 E3 w/o Win China Only SU M365 F3 Per User
 |
| * Office 365 Enterprise E3
 | * Microsoft 365 E3 W/O WIN
 | * M365 E3 w/o Win China Only SU O365E3 Per User
 |

Microsoft 365 for Academic

**Microsoft 365 for Academic Available Services Table**. The following is the Microsoft 365 for Academic Online Services available.

| 1. **Microsoft 365 Academic Online Services**Qualifies toward minimum order requirement
 | 1. **Additional Microsoft 365 Online Services for Student Advantage**Does not qualify toward minimum order requirement
 |
| --- | --- |
| * Microsoft 365 A3 W/O WIN
* Office 365 A1 Edu
* Office 365 A3 Edu
* Office 365 Extra File Storage Edu
* EMS A3 Edu
* EOA Exchange Online Edu
* Exchange Online Protection Edu
* Microsoft 365 Apps Enterprise Edu
* Power BI Premium EM1 Edu
* Power BI Premium EM2 Edu
* Power BI Premium EM3 Edu
* Power BI Premium P1 Edu
* Power BI Premium P2 Edu
* Power BI Premium P3 Edu
* Power BI Premium USL Edu China Only Per User
* Power BI Pro Edu China Only Per User
* Project Online Essentials Edu
* Project P3 Edu
* Project P5 Edu
* Visio Plan 1
* Visio Plan 2
* Exchange Online Plan 1 for Alumni
* Microsoft Entra ID P1
* Microsoft Entra ID P2
* Microsoft Intune (per user)
* Azure Information Protection Premium Plan 1 (User SL)
 | * Microsoft 365 Apps for Student Advantage
 |

21Vianet Product Availability Definitions

Microsoft Azure definition list:

Any reference in this agreement to “day” will be a calendar day.

“Annual Monetary Commitment” means the portion of the Monetary Commitment allocated annually through the Agreement term.

“Anniversary date” means the anniversary of the Effective Date each year this agreement is in effect.

“Commitment Rates” mean prices for all Services usage up to the Annual Monetary Commitment.

“Communities” means one or more forum(s) that we or an Affiliate may establish for customers or the general public to obtain information or collaborate regarding the use of the Services, as may be accessible via the Portal or at an alternate website we identify.

“Consumption Rates” mean prices for all Services usage in excess of the Annual Monetary Commitment. Consumption Rates may also be referred to as “Overage Rates” or “Overage” in other 21Vianet or Azure documents.

 “Customer Solution” means the application(s) you run with Services.

“Effective Date” means the date we provide you with confirmation of your first order.

 “Expiration Date” means the last day of the month, thirty-six (36) full calendar months from the Effective Date.

“Limited Offering” means a limited quantity of Services offered for a limited term for no charge or for a nominal charge (for example, a trial for 1 RMB).

“Monetary Commitment” means the total monetary amount you commit to pay over the term of the subscription for your use of the eligible Services.

 “Previews” means preview, beta, or other pre-release versions of the Services or Software offered to obtain customer feedback.

“Privacy Statement” means the Privacy Statement published at the Licensing Site, or at alternate sites that we identify.

“Reseller” means a reseller authorized by 21Vianet to resell Subscriptions under this program and engaged by you to provided pre- and post-transaction assistance related to this agreement.

 “Subscription” means an enrollment for Services for a defined Term.

“Term” means the duration of this agreement, which will expire the last day of the month, thirty-six (36) full calendar months from the Effective Date unless it is renewed for an additional thirty-six (36) month period.

Microsoft 365 definition list:

Any reference in this agreement to “day” will be a calendar day.

“Anniversary date” means the anniversary of the Effective Date each year this agreement is in effect.

“Communities” means one or more forum(s) that we or an Affiliate may establish for customers or the general public to obtain information or collaborate regarding the use of the Services, as may be accessible via a website we identify.

 “Effective Date” means the date we provide you with confirmation of your agreement.

 “Initial Expiration Date” means the last day of the month, thirty-six (36) full calendar months from the Effective Date.

“Privacy Statement” means the Privacy Statement published at the Licensing Site, or at alternate sites that we identify.

“Reseller” means a reseller authorized by 21Vianet to resell Subscription Licenses under this program and engaged by you to provide pre- and post-transaction assistance related to this agreement.

 “Step-up Subscription License” means a Subscription License for a higher level edition of a Service that may be acquired only when you have the lower level edition of the Service and a qualifying license. Contact your Reseller for a list of available Step-up Subscription Licenses and qualifying services.

“Subscription” means the right to use the Services for a fixed term.

“Subscription License” means the right of a single End User to access and use the Services and to download, install and use the Software during the fixed term of the Subscription.

“Term” means the duration of this agreement, which commences on the Effective Date and will expire the last day of the month, thirty-six (36) full calendar months from the Effective Date, unless it is renewed for an additional thirty-six (36) month period.

Attachment 1 – Notices

Online Services excluded from the DPA

The terms of the DPA do not apply to: Azure Stack HCI and Azure Stack Hub. Such Online Services are governed by the privacy and security terms in the applicable [Online Service-specific Terms](#OnlineServiceSpecificTerms).

Core Online Services

The term “Core Online Services” applies only to the services in the table below, excluding any Previews.

| Online Services |
| --- |
| Microsoft Dynamics 365 Core Services | The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service Enterprise, Dynamics 365 Customer Service Professional, Dynamics 365 Field Service, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Sales Enterprise, and Dynamics 365 Sales Professional. Dynamics 365 Core Services do not include (1) Dynamics 365 Services supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services. |
| Office 365 Services | The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Teams, Office for the web, OneDrive for Business, Outlook Customer Manager, Project Online (except Roadmap), and SharePoint Online. Office 365 Services do not include Microsoft 365 Apps for Enterprise, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded “for Office 365.” |
| Microsoft Azure Core Services | API Management, App Service (API Apps, Mobile Apps, Web Apps), Application Gateway, Automation, Microsoft Entra ID, Azure Cache for Redis, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure Kubernetes Service, Azure Resource Manager, Azure Spring Cloud, Backup, Batch, Cloud Services, Computer Vision, Content Moderator, Event Hubs, Express Route, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, Scheduler, Service Bus, Service Fabric, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, Stream Analytics, Synapse Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway  |
| Microsoft Cloud App Security | The cloud service portion of Microsoft Cloud App Security. |
| Microsoft Intune Online Services | The cloud service portion of Microsoft Intune. |
| Microsoft Power Platform Core Services | The following services, each as a standalone service or as included in Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, Power Apps, or Power Automate mobile applications, Power BI Desktop, or Power Apps Studio. |

Bing Maps

The Online Service or its included software includes use of Bing Maps, which is not operated by 21Vianet. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer’s use of Bing Maps is governed by third party terms and conditions, including the Bing Maps End User Terms of Use available at [go.microsoft.com/?linkid=9710837](http://go.microsoft.com/?linkid=9710837) and the Microsoft Privacy Statement available at [go.microsoft.com/fwlink/?LinkID=248686](http://go.microsoft.com/fwlink/?LinkID=248686).

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about H.264/AVC Video Standard, VC-1 Video Standard, and MPEG-4 Visual Standard

This software may include H.264/AVC, VC-1, and MPEG-4 Visual technology. MPEG LA, L.L.C. requires this notice:

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Attachment 2 – Subscription License Suites

Not applicable. Please refer to 21vianet Online Services Product Availability section.