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AZURE STACK HCI + AKS PACKAGE WITH WINDOWS SERVER 2022

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1. Azure Stack HCI.

- a. You may use Azure Stack HCI only (i) as installed on the device by the device manufacturer or installer; and (ii) as a host operating system to manage and service validly licensed virtual machines running validly licensed applications.
- b. You may use Azure Stack HCI as long as it is registered with your valid Azure subscription (which will not result in additional charges by Microsoft) and connected to your Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.
- c. You may not (i) work around any mandatory registration or sign-up process or (ii) run any applications, operating system roles, and/or other workloads directly on Azure Stack HCI except for: (A) utilities and operating system roles and (B) virtualized machines running Azure Stack HCI; both (A) and (B) only as necessary to enable Azure Stack HCI to host, manage, and service validly licensed virtual machines running validly licensed applications.
- d. You will receive product updates for Azure Stack HCI per section 7(b) of this agreement.

2. **Azure Kubernetes Service on Azure Stack HCI.**

- a. You may use Azure Kubernetes Service on Azure Stack HCI only (i) on Azure Stack HCI as installed on the device and (ii) to host, manage, and service validly licensed containers running validly licensed applications, unless otherwise permitted by Microsoft.
- b. You may use Azure Kubernetes Service on Azure Stack HCI as long as it is registered with your valid Azure subscription (which will not result in additional charges by Microsoft).
- c. If Azure Kubernetes Service on Azure Stack HCI is not installed on your device by the device manufacturer or installer and is not installed automatically when setting up Azure Stack HCI, you may install it via the Azure portal. This agreement supersedes any license terms that may accompany Azure Kubernetes Service on Azure Stack HCI at the foregoing site.
- d. You will receive product updates to Azure Kubernetes Service per section 7(b) of this agreement.

3. **Windows Server 2022 Datacenter as a Guest Operating System.**

- a. You may use any number of instances of Windows Server 2022 Datacenter or Windows Server Azure Edition only as a guest operating system in virtual machines running on Azure Stack HCI as installed on your device.
- b. **Downgrade Rights.** For each permitted instance, you may create, store, and use an earlier version of Windows Server Datacenter for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle).
 - i. This agreement applies to your use of the earlier versions. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version apply to your use of them. Neither the manufacturer nor installer, nor Microsoft, is obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of Windows Server 2022 Datacenter.
 - ii. You are not licensed for any successor version of Windows Server 2022 Datacenter under this agreement.

- c. Windows Server 2022 Datacenter is not installed on the device by the device manufacturer or installer and may be downloaded at <https://www.microsoft.com/en-us/evalcenter/>. This agreement supersedes any license terms that may accompany Windows Server 2022 Datacenter at the foregoing site.

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- a. The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:
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 - use the software for commercial software hosting services; or
 - when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account or network, in an unauthorized manner;
- b. Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- c. **Mixed-Node Use Prohibited.** Mixed-node scenarios means a situation that occurs when nodes that are sold with Azure Stack HCI + AKS Package with Windows Server 2022 are combined with nodes sold with Azure Stack HCI subscription in a cluster. Mixed-node scenarios are prohibited and will result in additional subscription charges to customers.
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- b. **Disclaimer.** Neither Microsoft, nor the device manufacturer or installer, gives any other express warranties, guarantees, or conditions. **Microsoft and the device manufacturer and installer exclude all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**
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 - e. Warranty and Refund Procedures.** For service or refund, you must provide a copy of your proof of purchase and comply with the device manufacturer's or installer's return policies. Software installed on a device may require return of the software with the entire device on which the software is installed. Contact the device manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software.
- 11. Governing Law.** The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.
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 - a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

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b. Canada. You can choose to stop receiving Microsoft updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

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(i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

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d. Other regions. See (aka.ms/variations) for a current list of regional variations.

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