

Injecting SPLA into Customer Agreements

By Brian Kirkpatrick

A business providing products to its customers under the Microsoft Services Provider License Agreement (“SPLA”) should be aware of the End User Agreement (“EUA”) requirements and consider managing the requirements through its customer agreements. If a business fails to comply with the EUA requirements, then Microsoft can hold the business responsible for the unauthorized use by the business’s customers.

Because businesses must maintain Microsoft EUAs with all of its customers, it is important for businesses to ensure that it at least maintains the minimum required terms to satisfy such requirements under the SPLA. A business can accomplish this requirement by including the minimum EUA terms in its customer agreements. Creating a section in the customer agreement that outlines the minimum required terms can satisfy the SPLA requirement upfront with a business’s customers. Such practice can help a business comply with minimum SPLA requirements while businesses fill orders for rental devices, client software, or redistributions software where more detailed EUA’s will be executed.

Businesses that are already engaged with Microsoft SPLA, or are considering doing so, may want to consult with an attorney experienced in working with Microsoft SPLA and drafting customer agreements related to software and software provider services to incorporate the minimum EUA terms in its customer agreements.



About the author Brian Kirkpatrick:

Brian practices exclusively in intellectual property and technology law. He has drafted and negotiated hundreds of software contracts with a wide breadth of complexity including large-scale master services agreements (MSA’s), software as a service (SaaS) agreements, and End-User License Agreements (EULA’s). Before entering the legal profession, Brian was a licensed securities representative and Vice President level middle-market commercial banker.

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