

# Get Genuine Windows Agreement FAQs

## Overview

### Q: What is the Get Genuine Windows Agreement offer?

A: The Get Genuine Windows Agreement (GGWA) is a new solution available through Volume Licensing (VL) for Microsoft's reseller channel to offer customers who want to correct licensing deficiencies of Windows® XP Professional operating systems on the desktop. There are two types of Get Genuine Windows Agreements, designed to accommodate differing customer size and compliance needs: GGWA for Small and Medium Organizations, and GGWA for Large Organizations. There is a 5-license minimum for GGWA for Small and Medium Organizations, and the license acquisition minimums and corresponding discounts for GGWA for Large Organizations will vary by subsidiary. GGWA for Small and Medium Organizations can be sold by any Microsoft reseller and GGWA for Large Organizations can be sold by Large Account Resellers (LARs) or directly by Microsoft.

### Q: Why is Microsoft launching this program?

A: Microsoft has an opportunity to facilitate the process for commercial customers wanting to legalize Windows XP on the desktop via a Volume Licensing solution. GGWA makes the process easier for customers by offering a solution acquired in the way customers are used to acquiring software - through Volume Licensing. It also offers reseller partners a new revenue stream and sets them up to build business on a genuine, licensed platform.

### Q: Why should I consider offering GGWA to my customers?

A: GGWA allows resellers and LARs to:

- Help grow their business by enabling them to sell scalable legalization solutions through Volume Licensing, thus allowing them to address the large legalization opportunity within their customer's existing PCs, and:
  - Upsell Software Assurance with 90 days of the GGWA acquisition.
  - Leverage software asset management (SAM) tools by providing additional SAM consulting services.
- Help their customers who want to be compliant by facilitating the ordering and fulfillment process.
- Help strengthen their customer relationships and create ongoing value to their business.

## GGWA Program Details

### Q: What products are available under this program?

A: Windows XP Professional

### Q: Will there be a version of GGWA for Windows Vista®?

A: Microsoft currently has no plans yet for a Windows Vista version of the GGWA; we will be considering this in our next planning phase.

### Q: What kind of licensing deficiencies are covered by GGWA?

A: GGWA may be used to license a range of non-compliant scenarios, including deficiencies resulting from counterfeit, unlicensed, mislicensed and version piracy scenarios.

**Counterfeit** = non genuine software

**Unlicensed** = PC shipped without a Windows or other commercial operating system (OS)

**Mislicensed** = Volume License (VL) used to install full OS on Unlicensed PC

**Version Piracy** = VL used to install upgrade onto non-qualifying underlying operating system (e.g. Windows XP Home is not a qualifying underlying OS for commercial customers)

### Q: What are the requirements for the GGWA?

A: Both GGWA for Small and Medium Organizations and GGWA for Large Organizations have the following customer requirements in common:

- A pre-signed legalization agreement that includes an acknowledgement of legalization and an audit clause.
- Commitment that future Windows software acquisitions will contain legal software.
- Placement of a one-time only order.
- Non-transferability of GGWA licenses.

GGWA for Large Organizations has these additional requirements:

- Customers must commit to legalizing all their out-of-compliance Windows PCs.
- A signed Master Business and Services Agreement (MBSA) if one is not already in place.

### Q: What are the differences between GGWA for Large Organizations and GGWA for Small and Medium Organizations?

A: While the solutions are similar in many aspects, GGWA for Large Organizations has four unique characteristics.

1. It is available directly from Microsoft or through LARs.
2. It requires customers to license all PCs in their organization that will run Windows that are not already properly licensed.
3. It requires an MBSA to be in place or signed.
4. Additional price discounts are available.

**Q: What if my enterprise customer does not meet the GGWA for Large Organizations purchase minimums? Are there any other options available through Volume Licensing and who would they get them from?**

A: Any customer is eligible to acquire the GGWA for Small and Medium Organizations solution as long as they meet the requirements, including the 5-license minimum. An Enterprise customer accustomed to acquiring licenses through their LAR may acquire the GGWA for Small and Medium Organizations from that LAR, or if they prefer, from another reseller.

**Q: Can a LAR sell GGWA for Small and Medium Organizations?**

A: Yes. LARs are a subset of the broad range of resellers and they may sell either the GGWA for Large Organizations or GGWA for Small and Medium Organizations solution to their customers.

**Q: Can my customer buy this solution online?**

A: No, it is only available through resellers, or in the case of GGWA for Large Organizations from LARs or Microsoft directly.

**Q: How can customers acquire the GGWA?**

A: Customers can acquire GGWA through their resellers. To acquire GGWA for Small and Medium Organizations, those customers will work with their local reseller who can provide them with more information on the solution, including the pricing, the agreement and how to get the order processed. To acquire GGWA for Large Organizations, those customer will work with their local LAR or their Microsoft account manager.

**Q: Where can partners find these agreements?**

A: The agreement will be available in 34 languages in explore.ms for distributors and LARS to download. Resellers may obtain it from their distributor.

**Q: Can a customer spread payments over time?**

A: No, licenses must be paid in full when the invoice for the order is received. Customers purchasing GGWA can work with their reseller or LAR, or where available, MS Finance, for financing options.

**Q: Can customers sign more than one GGWA agreement?**

A: No, the GGWA is a one-time opportunity for a customer to purchase genuine software on their existing installed base of PCs.

**Q: How long will this program run?**

A: The GGWA solution has no fixed duration.

**Q: How does this GGWA differ from the Windows Genuine Advantage (WGA), Get Genuine Kit (GGK) and the Get Genuine Program (GGP) solutions?**

A: These offers comprise the portfolio of solutions available for customers to obtain genuine, licensed Windows on the desktop. GGWA is tailored to meet the needs of commercial organizations that usually purchase and deploy Microsoft software through Volume Licensing. It replaces GGP which was a pilot program offered in limited geographies. GGK is available worldwide for resellers to obtain through Authorized OEM Distributors and offer to commercial customers who generally need smaller quantities and prefer not to sign a legalization agreement. WGA is available worldwide as an online solution for consumers and small businesses that fail validation.

**Q: Where can partners find the GGWA SKU?**

A: Resellers may contact their distributor to obtain information on the GGWA SKU, and LARs and distributors may contact their Microsoft Account Manager for the information.

**Q: How does the partner (reseller, LAR, distributor) learn of the WWGA price?**

A: From their local Microsoft Account Manager or the Regional Operations Center (ROC).

**Q: How does a Customer learn about the price of WWGA?**

A: Microsoft does not set retail prices for its software. Customers may obtain pricing from their reseller, or in the case of large organizations either their LAR or Microsoft directly.

**Q: Is the GGWA license transferable?**

A: No the license only applies to the PC for which it was purchased, it cannot be transferred from one PC to another.

**Q: Is there a COA (certificate of authenticity) included in GGWA?**

A: No there is not a COA for GGWA, this is a Volume License solution.

**Q: Can customers order media? If so, how is this done? Is it free?**

A: Customers can order media as a separate purchase through their LAR or reseller. Standard media fulfillment and shipping fees apply.

**Q: Can customers download the bits? If so how?**

A: Current Volume License customers (except for Open) can download the bits through VLSC upon acknowledgement of being properly licensed. For the GGWA customers who do not have other VL programs in place, they may acquire media as a separate purchase.

**Q: Are installation and activation required?**

A: There are two customer fulfillment scenarios for installation and activation:

1. When the customer is running non-genuine software, the customer can install the genuine version with media. To activate, the Volume License Key (VLK) associated with the media, should be used. They can also get a VLK by calling the Product Activation call center.
2. No installation or activation is required when customer already has genuine software.

**Q: Where can partners go for more information?**

A: For information not provided here, resellers should contact their distributor, and LARs should contact their local Partner Account Manager. There are also more details for our partners posted to: <https://partner.microsoft.com/ggwa>.

**Q: Where can customers go for more information?**

A: When the program launches on October 1st, customers can contact their local reseller or their Microsoft Account Manager in the case of Enterprise customers. There are also more details posted for customers on: [www.microsoft.com/piracy/genuinefiles](http://www.microsoft.com/piracy/genuinefiles).

# GGWA and Software Assurance

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## **Q: Can software legalized through the GGWA be enrolled into Software Assurance (SA)?**

A: Yes. Software Assurance (SA) can be acquired within 90 days of the GGWA acquisition via another Volume Licensing program (Open, Open Value, Select, Enterprise Agreement).

## **Q: How can I help a customer upgrade to Windows Vista?**

A: Customers may purchase SA within 90 days of GGWA acquisition on the PCs being legalized to be able to upgrade to Windows Vista Business and Enterprise.

## **Q: Do customers get all the SA benefits when buying with GGWA?**

A: The SA benefits customers get will be determined by the terms and conditions of the Volume License programs through which a customer purchased associated SA SKUs. See <http://www.microsoft.com/licensing/sa> for more detail on SA benefits.

## **Q: Can customers purchase License & Software Assurance or License only SKUs through GGWA?**

A: They can purchase the License only.

## **Q: Is the customer eligible for additional discounts if they acquire GGWA and SA at the same time?**

A: No.

## Why Customers Should Care: Value of Genuine Licensed Software

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### **Q: How do I articulate to customers the value of having genuine, licensed PCs in their organization, when they might have been non-compliant for some time? What are the risks of not being compliant?**

A: Customers that purchase "naked PCs" intending to run the Windows Client OS on the desktop at a later date put their company at risk for non-compliance with their Microsoft licensing agreement. If they use their Volume License to install the full Windows OS, they will violate the terms of their Volume Licensing agreement and will not be eligible for benefits offered to licensed customers.

### **Q: Does GGWA reward illegal users as they can obtain licenses at a cost less than those who installed legal software?**

A: The best way to acquire the full Windows operating system is pre-installed by the PC manufacturer. Customers will pay more to acquire & deploy GGWA to license Windows on the desktop than if they had bought it pre-installed by their OEM or local system builder.

### **Q: Do customers need to prove that they have non-genuine software to acquire GGWA?**

A: No

### **Q: How can a customer prove to an auditor their Windows software is now legal?**

A: When the GGWA order comes in, an automatic notification is sent out to the customer acknowledging receipt of their order. This order confirmation combined with a copy of their agreement and proof-of-payment serve as the license confirmation.

### **Q: Why do customers have to sign another agreement to get GGWA?**

A: Customers need to sign a specific agreement for GGWA, as this is a new solution and differs from any other contract they have with Microsoft.

For more information please visit:

<https://partner.microsoft.com/ggwa> or email [getgen@microsoft.com](mailto:getgen@microsoft.com).

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There are three components to the GGWA agreement as shown below. The example illustrates the GGWA for Small and Medium Organizations; the agreement for GGWA for Large Organizations looks similar. The first two documents must be completed and signed by the customer. Note that only the first page of these documents has been shown below.

## Get Genuine Windows Agreement for Small and Medium Organizations

Microsoft | Volume Licensing

**Get Genuine Windows Agreement for Small and Medium Organizations (Indirect)** **Government**

Not for use with Microsoft Business Agreement or Microsoft Business and Services Agreement

**This agreement must be attached to a signature form to be valid.**

The Microsoft Get Genuine Windows Agreement for Small and Medium Organizations is entered into between Microsoft and the Customer.

This agreement consists of (1) these terms and conditions, and (2) the Windows XP Professional Legalization Program Product use rights (Legalization PURP) attached as an addendum to this agreement.

A printed copy of all documents contained in the web links provided in this agreement may be obtained by Customer from the location upon request.

**Effective date.** The effective date of this agreement is the date Microsoft accepts this agreement.

**Contact information.** Each party will notify the other in writing if any of the information in the agreement changes. By providing contact information, Customer consents to its use for purposes of administering this agreement by Microsoft, its affiliates, and other parties that help Microsoft administer this agreement. The personal information Customer provides in connection with the agreement will be used and protected according to the privacy statement available at <http://www.microsoft.com>.

**a. Primary contact information.** The Customer signing this agreement must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this agreement and receives all notices unless Customer provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity:  (must be legal entity name)  
 Contact name: First  Last   
 Contact email address: (required for online access)   
 Street address:  Phone:   
 City  State  Postal code  Fax:   
 Country   
 Tax ID:

**b. Language preference.** Select the language for notices: **English**

**c. Microsoft account manager.** (If applicable) Provide the Microsoft account manager contact for this Customer.  
 Microsoft account manager name:   
 Microsoft account manager email address:

**d. Reseller information.**  
 Reseller company name:   
 Street address (PO boxes will not be accepted):   
 City and postal code:   
 Country:

DO NOT FOLD THIS PAGE TO SIGNATURE LINE OR SIGNATURE LINE MUST BE ON SEPARATE PAGE. SIGNATURE LINE MUST BE ON SEPARATE PAGE.

## Signature Form

**<Choose Program> Signature Form**

-----End of Protected Section-----

|                                     |                      |                                                                                                                                                                 |                  |
|-------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Microsoft Center                    | <input type="text"/> | SON                                                                                                                                                             | Proposal ID      |
| Agreement Center                    | <input type="text"/> |                                                                                                                                                                 | Microsoft Center |
| Agreement ID: Customer Center (CCN) | <input type="text"/> | Note: This form applies when volume agreements are used to purchase software. Microsoft requires the accreditation center for installation, or the license key. |                  |

The signature form sets out the documents entered into under this signature form and together along with the terms and conditions contained therein are part of the contract(s) identified above. This program signature form and all attachments identified are entered into between the Customer and Microsoft officials signing, as of the effective date identified below.

| Document Description | Number or Code          |
|----------------------|-------------------------|
| <Choose One>         | Document Number or Code |
| <Choose One>         | Document Number or Code |
| <Choose One>         | Document Number or Code |
| <Choose One>         | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |

Representations and warranties. By signing below, Customer affirms they have received copies of the contract document(s) listed above, and the parties agree to be bound by the terms of the contract(s) and document(s) identified above, and Customer represents and warrants that (1) Customer has read and understands the terms therein, including all documents it incorporates by reference and any amendments to those documents and (2) agree to be bound by those terms.

| Customer                             | Customer (Optional 2nd)              |
|--------------------------------------|--------------------------------------|
| Name of Entity: <input type="text"/> | Name of Entity: <input type="text"/> |
| Signature: <input type="text"/>      | Signature: <input type="text"/>      |
| Printed Name: <input type="text"/>   | Printed Name: <input type="text"/>   |
| Printed Title: <input type="text"/>  | Printed Title: <input type="text"/>  |
| Signature Date: <input type="text"/> | Signature Date: <input type="text"/> |
| Tax ID: <input type="text"/>         | Tax ID: <input type="text"/>         |

\*Indicates required field

## Windows XP Professional Legalization Program Product Use Rights Addendum

**Windows XP Professional Legalization Program Product Use Rights Addendum**

The use rights for the full version of Windows XP Professional licensed under the Windows XP Professional Legalization program are provided below. These use rights supersede and replace the use rights for Windows XP Professional desktop operating system in the applicable Product Use Rights published by Microsoft.

- Customer Use Rights.** If Customer complies with its volume license agreement, including these product use rights and the Product Use Rights Addendum, Customer may use the software and online services only as expressly permitted in these product use rights.
- Single Use.** The software may include more than one version, such as 32-bit and 64-bit. Customer may use only one version for each license it acquires unless the software's license terms permit more.
- Third Party Programs.** If other terms came with a program licensed by a third party, those terms apply to Customer's use of it.
- Pre-release Code.** If other terms come with pre-release code, those terms apply to Customer's use of it.
- Updates and Supplements.** Microsoft may update or supplement the software. Except if so, Customer may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to Customer's use of it.
- No Commercial Hosting.** Customer may not host the products for commercial hosting services.
- Technical Limitations.** Customer must comply with any technical limitations in the software that only allow it to use the software in certain ways. Customer may not work around them. For more information, see <http://www.microsoft.com/volume/using/usingrights/technical/limit.aspx>.
- Other Rights.** Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- Documentation.** Any person that has valid access to Customer's computer or internal network may copy and use the documentation for their internal reference purposes. Documentation does not include electronic tools.
- Volume License and Online Services Product Keys.** Some products and online services require a Volume License key to install or access them. For information about when Customer needs a key, see the "Volume License Product Key" link on <http://www.microsoft.com/using/vl>. Customer is responsible for the use of keys assigned to it. Customer should not disclose keys to third parties.
- Internet-based Services.** Microsoft may provide Internet-based services with the products and may change or cancel the services at any time. Customer may not use the Internet-based services in any way that could harm self or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.