Microsoft License Terms

MICROSOFT SOFTWARE LICENSE TERMS

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IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Office software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or, if a business, where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft. If you are an employee of a Volume License customer, use of Office software is subject to your employer's Volume License agreement rather than this agreement.

This agreement describes your rights, obligations, and the conditions upon which you may use the Office software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the applicable link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and during your use of the software as per the Privacy Statement described in Section 4. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

a. Applicability. This agreement applies to the Office software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

b. Additional terms. Additional Microsoft and third party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please be sure to read them.

(i) Some features of the software provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at https://aka.ms/msa. You can view these terms and policies by looking at the applicable service terms of use. The services may not be available in all regions.

(ii) The device manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.

(iii) The software may include third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party programs can be viewed at https://aka.ms/thirdpartynotices.

(iv) While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

2. Installation and Use Rights.

a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install (if you acquired the software from a retailer) and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms and restrictions contained in this agreement. Please see Sections 13-15 below for licenses and conditions that are specific to limited rights versions, certain geographic regions and special editions of the software. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation you do not have a license to use the software.

b. Device. In this agreement, “device” means a local hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device. For purposes of this agreement, “device” does not include any hardware system (whether physical or virtual) on which the software is installed or accessed solely for remote use over a network.

c. Restrictions. The device manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement and no other rights are licensed to you. For example, this license does not give you any right to, and you may not:

(i) use or virtualize features of the software separately;

(ii) publish, copy, rent, lease, or lend the software;

(iii) transfer the software (except as permitted by this agreement);

(iv) work around any technical restrictions or limitations in the software;

(v) use the software as server software or to operate the device as a server; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, except as permitted under Section 2(d)(v) below; install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the software; and

(vii) 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.

d. Multi-Use scenarios.

(i) Multiple versions. If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

(ii) Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.

(iii) Use in a virtualized environment. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.

(iv) Remote access. No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device for a period of up to 365 days from the last physical use. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

(v) Remote assistance. You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

e. Backup copy. You may download a backup copy of the software and may use that backup copy to transfer the software if it was acquired as stand-alone software from a retailer, as described below (details at https://office.com/backup). The right to a backup copy does not apply to Home Use Program software (see Section 15).

3. Transfer to a Third Party. The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law.

a. Software preinstalled on device. If you acquired the software preinstalled on a device, you may transfer the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Office label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

b. Stand-alone software acquired from a retailer. If you acquired the software from a retailer as stand-alone software, you may transfer the software to another device that belongs to you, but no more than once every 90 days (except due to hardware failure, in which case you may transfer sooner). If you transfer the software to another device, that other device becomes the "licensed device." You may also transfer the software to a device owned by someone else if (i) you are the

first licensed user of the software and (ii) the new user agrees to the terms of this agreement. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

4. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be enabled or disabled in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement at https://aka.ms/privacy, and as may be described in the user interface associated with the software features.

5. Authorized Software and Activation. You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to conduct activation to associate it with a certain device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. If you activated the software by Internet, you may be required to periodically reconnect to the Internet while using the software to confirm the license associated with the licensed device; and if you do not reconnect, the software may operate with reduced functionality. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see https://aka.ms/genuine. Certain updates, support, and other services might be offered only to users of genuine Microsoft software.

6. Updates. The software periodically checks for software updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and by accepting this agreement or using the software, you agree to receive these types of automatic updates without any additional notice.

7. Geographic and Export Restrictions. If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit https://aka.ms/exporting.

8. Support

a. For software preinstalled on a device. For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at https://aka.ms/mssupport.

b. For software acquired from a retailer. Microsoft provides limited support services for properly licensed software as described at https://aka.ms/mssupport.

9. Warranty, Disclaimer, Remedy, Damages, and Procedures.

a. Limited Warranty. Depending on how you obtained the software, Microsoft, or the device manufacturer or installer, warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of Microsoft, or the device manufacturer or installer. The limited warranty starts when the first user acquires the software, and lasts for one year if acquired from Microsoft, or for 90 days if acquired from a device manufacturer or installer. If you obtain updates or supplements directly from Microsoft during the 90-day term of the device manufacturer's or installer's limited warranty, Microsoft provides the limited warranty for those updates or supplements. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period if acquired from Microsoft, or for 90 days if acquired from a device manufacturer or installer, or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

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.

c. Limited Remedy. If Microsoft, or the device manufacturer or installer, breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the device on which the software was preinstalled) for a refund of the amount paid, if any. The device manufacturer or installer (or Microsoft if you

acquired them directly from Microsoft) may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. These are your only remedies for breach of warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

d. Damages. Except for any repair, replacement, or refund that Microsoft, or the device manufacturer or installer, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory, recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement, or a refund does not fully compensate you for any losses, if Microsoft, or the device manufacturer or installer, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover damages from Microsoft, or the device manufacturer or installer, even though this agreement does not, you cannot recover more than you paid for the software (or up to $50 USD if you acquired the software for no charge).

e. Warranty and Refund Procedures. For service or refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies if you acquired the software from Microsoft, or the device manufacturer's or installer's return policies if you acquired the software from a device manufacturer or installer. If you purchased stand-alone software, those return policies might require you to uninstall the software and return it to Microsoft. If you acquired the software preinstalled on a device, those return policies may require return of the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed. 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. If Microsoft is your device manufacturer or if you acquired the software from a retailer, contact Microsoft at:

(i) United States and Canada. Via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit https://aka.ms/nareturns.

(ii) Europe, Middle East, and Africa. Via mail at Microsoft Ireland Operations Limited, Customer Care Centre, One Microsoft Place, South Country Business Park, Leopardstown, Dublin 18, Ireland; or visit https://aka.ms/mssupport.

(iii) Australia. Via telephone at 13 20 58; via mail at Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia; or visit https://aka.ms/mssupport.

(iv) Other countries. Contact the Microsoft affiliate serving your country at https://aka.ms/mssupport.

10. Binding Arbitration and Class Action Waiver if You Live in (or, if a Business, Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Microsoft, the device manufacturer, software installer, and all of their affiliates.

a. Disputes covered—everything except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the device manufacturer or installer, or you and Microsoft, concerning the software, its price, advertising, marketing, communications, your purchase transaction, billing, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

b. Mail a Notice of Dispute first. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the device manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at https://aka.ms/disputeform. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

c. Small claims court option. Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or, if a business, your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft—if you meet the court's requirements.

d. Arbitration procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is $75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see

https://aka.ms/arbitration or call 1-800-778-7879. To start an arbitration, submit the form available at https://aka.ms/arbitration to the AAA; mail a copy to the device manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving $25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.

e. Arbitration fees and payments.

(i) Disputes involving $75,000 USD or less. The device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or $1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.

(ii) Disputes involving more than $75,000 USD. The AAA Rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see Section 10.a) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If any part of Section 10 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, Section 10 will be unenforceable in its entirety.

h. Conflict with AAA Rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the device manufacturer or installer to resolve disputes through informal negotiation and arbitration.

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 and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of laws principles. In the United States, the FAA governs all provisions relating to arbitration.

12. Networks, Data and Internet usage. Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or Internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

13. Limited Rights Versions. If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use the following versions of the software for commercial, non-profit, or revenue-generating activities:

a. Academic or University. For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.

b. Home and Student.

c. Military Appreciation. You must be a "Qualified Military User" to license software marked as "Military Appreciation" edition. To be a Qualified Military User, in the United States of America, you must be an authorized patron of the Armed Services Exchanges in accordance with applicable U.S. Federal statutes and regulations.

d. Canadian Forces. You must be a "CANEX Authorized Patron" to license software marked as "Canadian Forces" edition. CANEX Authorized Patrons are:

* Armed Forces (CAF) members (Regular and Reserve Force) and their families;

* Veterans (former members of the CAF) and their families, including families of the deceased;

* Members of foreign military currently serving with the CAF and their families;

* Current Staff of the Non-Public Funds, Canadian Forces (NPF, CF);

* Current staff of Military Family Resource Centres (MFRCs);

* Current Department of National Defence (DND) public servants and their families;

* Serving and former Royal Canadian Mounted Police (RCMP) and their families;

* Current staff of Defence Research and Development Canada (DRDC) and their families;

* Current staff of Defence Construction Canada (DCC) and their families;

* Honourary Colonels/Captains(N), Lieutenant Colonels/Commanders and their families;

* Family members of the Staff of the NPF, CF; or

* Family members of the MFRCs.

14. Consumer Rights; Regional Variations. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to “Limited Warranty” are references to the express warranty provided by Microsoft or the device 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 Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

(i) the provisions excluding and limiting warranties, guarantees, damages and remedies, and limiting duration of your rights under local laws in Section 9 headed Warranty, Disclaimer, Remedy, Damages and Procedures do not apply to the Australian Consumer Law consumer guarantees and your rights and remedies under them;

(ii) support and refund policies referred to in Sections 8 and 9.e are subject to the Australian Consumer Law;

(iii) the Australian Consumer Law consumer guarantees apply to the evaluation and trial software described in Section 17 and the preview software described in Section 18; and

(iv) our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this subsection, “goods” refers to the software for which Microsoft, or the device manufacturer or installer, provides the express warranty. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

For more information on your rights under the Australian Consumer Law, please refer to the document at https://aka.ms/acl.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. European Union. The academic use restriction in the section above titled “Limited Rights Versions, Academic or University” may not apply to you. Your use rights will be compliant with local laws, which are subject to change.

d. Germany and Austria.

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

(ii) Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft, is liable according to the statutory law.

Subject to the preceding sentence, the device manufacturer or installer, or Microsoft will only be liable for slight negligence if the device manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other

cases of slight negligence, the device manufacturer or installer or Microsoft will not be liable for slight negligence.

e. Japan. If you live in Japan, or acquired the software while you lived in Japan and you acquired the software from a retailer as standalone software, we grant you the following rights under our licenses provided that you comply with all the terms of this agreement: you may also install and use a second copy of the software on a second licensed device for your use as the licensed user of the first licensed device. If you acquired the software while you lived in Japan and you acquired the software as preinstalled on a device, you may download a backup copy of the software from office.com/backup, and you may use that backup copy solely for the purposes of reinstalling the software on the same licensed device. The non-commercial use restrictions set forth in Section 13 do not apply to your use of the software if you live in Japan or acquired the software while you lived in Japan. Microsoft, not the device manufacturer or installer, provides limited support services for both software acquired from a retailer and "PIPC" software acquired in Japan as preinstalled on a device (see Section 8.b. for more information).

15. Home Use Program. You must be a "Home Use Program User" to use software designated as "Home Use Program." To be a Home Use Program User, you must be both:

* an employee of an organization that has a Microsoft Volume License agreement with active Software Assurance or previously had active Software Assurance and meets certain other criteria, and

* the user of a copy of the software, or a product that includes the software, that is licensed to your employer under its Volume License agreement.

If you have questions about whether you qualify as a Home Use Program User, contact your employer.

16. Language Packs and Proofing Tools. If you acquire a language pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs and proofing tools are a part of the software and may not be used separately.

17. Evaluation and Trial. For evaluation (or test or demonstration) use, you may not sell the software (including software marked as "NFR" or "Not for Resale") or use it after the evaluation period. Evaluation (or test or demonstration) software may not be used in a live operating environment. Some software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the download or activation process. You may have the option to convert your trial rights to

subscription or perpetual rights if presented to you at the expiration of your trial period. After the expiration of a trial period without conversion, most features of the trial software will stop running. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided “AS IS” and no warranty, implied or express (including the Limited Warranty), applies to these versions.

18. Preview. You may choose to use preview, insider, beta, or other pre-release versions of the software (“previews”) that Microsoft may make available. You may use previews only up to the software’s expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, previews are provided “AS IS,” and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from your device manufacturer or network operator, if applicable. Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview (“submission”), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

19. Reservation of Rights and Feedback. Except as expressly provided under this agreement, Microsoft does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to, any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Feedback”), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Microsoft to license its software, technologies or documentation to any third party because Microsoft includes your Feedback in them.

20. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, upgrades, updates, and services that are provided by the device manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, upgrades and services (unless the device manufacturer or installer, or Microsoft provides other terms with such supplements, updates, upgrades or services). You can review this agreement after your software is running by going to https://aka.ms/useterms or going to File - Account - About within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the URLs into a browser address

bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Microsoft Privacy Statement https://aka.ms/privacy

- Microsoft Services Agreement https://aka.ms/msa