MICROSOFT BUSINESS APPLICATIONS SERVICE AGREEMENT  
Last Updated: June 2016

Thank you for choosing Microsoft! This Microsoft Business Applications Services Agreement (this “Agreement”) applies when:

(i) An individual signs up for any Service (as defined below) with an email address that has been provided by an organization by virtue of the individual’s relationship with the organization; and/or
(ii) An individual becomes a qualified administrator by proving ownership of the Internet domain (“Domain”) associated with the email address that you used to sign up for any Service, as described in Section 2.

This Agreement is a contract between 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). Except in Section 2, “you” and “yours” means either the Organization that accepts this Agreement through an Admin (as defined in Section 2.1), or an individual user (not an Admin) who accepts this Agreement as an individual. This Agreement consists of and incorporates by reference Part I (General Terms) and Part II (Service Specific Terms). In the event of a conflict between Part I and Part II, the Service Specific Terms will control as to the applicable Service. We refer to any service that links to this Agreement as the “Service.” You may use the Service in accordance with this Agreement.

**BY USING OR ACCESSING ANY SERVICE, OR BY AGREEING TO THIS AGREEMENT WHERE THE OPTION IS MADE AVAILABLE TO YOU IN THE USER INTERFACE, YOU AGREE TO ABIDE BY THIS AGREEMENT WITHOUT MODIFICATION BY YOU. PLEASE READ THIS AGREEMENT BEFORE USING OR ACCESSING ANY SERVICE. IF YOU DO NOT AGREE, OR ARE INELIGIBLE TO ENTER INTO THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

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

**Part I. GENERAL TERMS**
These General Terms apply to all Services, except where modified by the Service Specific Terms.

1. **Qualified Users**

1.1 **Eligibility.** To be eligible to sign up for any Service, you must have a valid and current email address that is provided by an organization using its Domain (your “Organization”). If there is a question about whether or not an individual is eligible, Microsoft retains the right to determine eligibility in its sole discretion. In the event that your Organization’s policies prevent you from complying with this Agreement, you are ineligible to access or use the Services.

1.2 **Organization May Control Your Account and Data.** The Services are intended for use by organizations that share the same Domain. When you use an email address provided by your organization to access any Service, your organization, as the owner of the Domain associated with your email address, may (as of your first access or in the future): (i) control and administer your user account for the Services, including
MODIFYING OR TERMINATING YOUR ACCESS TO ANY SERVICE, AND (II) ACCESS AND PROCESS YOUR DATA, INCLUDING THE CONTENTS OF YOUR COMMUNICATIONS AND FILES.

1.3 **Organization policies.** You understand that you are responsible for conducting yourself in accordance with this Agreement and your Organization’s policies.

1.4 **Verification of Eligibility.** From time to time, you may be asked to confirm the validity of your Organization email account, and if your Organization email account is not confirmed as valid, your account for the Service (“User Account”) will be removed and we may delete information or Customer Data (as defined below in Section 7) associated with your User Account, or otherwise disable your access to such information or Customer Data. We are under no obligation to retain or return Customer Data to you after your User Account has been removed.

2. **Qualified Administrators**

In this Section 2, “you” or “yours” refers only to an Admin (as defined below).

2.1 **Eligibility.** To be eligible to be an administrator of the Organization for any Service (“Admin”), you must verify that (i) you are authorized to act on behalf of the Organization that owns the Domain associated with the email and (ii) you have administrative control over that Domain sufficient to manage the Domain records. You may also be required to meet other eligibility criteria set by Microsoft. If there is a question about whether or not you are eligible to be an Admin, Microsoft will determine your eligibility in its sole discretion. The Admin controls use of that Domain for all Microsoft online services, not only the Services.

2.2 **Admin Assumption of Control.** If you qualify as an Admin, you will obtain control of all User Accounts associated with your Organization’s Domain, including without limitation, domain management, and capability to terminate a user’s access to the Services and/or delete a user’s Customer Data.

You acknowledge that your users may have signed up for various Service subscriptions, as individuals. Until your Organization replaces these individual subscriptions with subscriptions for your Organization, this Agreement will continue to apply to (i) your Organization’s use of the Services as the Admin, and (ii) the users’ use of the Services as individuals.

If your Organization has a commercial agreement with Microsoft covering use of a Service within the Organization, use of that Service will be governed by those terms and conditions, not by this Agreement. It is your responsibility as the Admin to inform your users of the terms governing their further use of any Service.

You acknowledge that Microsoft will continue to allow users from your Organization to sign up for any Service in accordance with the Azure Active Directory settings for your tenant. If you do not want users from your Organization to self-sign up, you need to turn off that capability in your Organization’s Azure Active Directory settings.

3. **Use of the Services**

3.1 **Right to Use.** Microsoft grants you the right to access and use the Services subject to the terms in this Agreement. Microsoft reserves all other rights.

3.2 **Acceptable Use Policy.** You may not use a 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 spam or distribute malware;
• in a way that could harm the Service or impair anyone else’s use of it; or
• in any application or situation where failure of the Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Services in accordance with Section 5.1. Microsoft will suspend the Services only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending a Service.

3.3 **Technical Limitations.** You must comply with, and may not work around, any technical limitations in a Service that only allows you to use it in certain ways.

3.4 **Responsibility for your accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You must promptly notify us about any possible misuse of your User Accounts or authentication credentials or any security incident related to the Services.

4. **Changes and feedback**

4.1 **Changes to the Agreement.** From time to time, Microsoft may change or amend this Agreement. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you do not agree to such a change, you must stop using at least the specific Service(s) affected by the change and the change will not apply to you. By continuing to access, use, or receive any of the affected Services after we notify you in the manner described above, you consent to the changed terms.

4.2 **Changes to the Services.** We continuously work to improve the Services and may change them at any time without notice to you. From time to time we may stop providing portions of a Service. We may do so, for example, if it is no longer feasible or practical for us to provide a Service, the technology changes, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make their material available, or external issues arise that make it imprudent or impractical to continue to provide a Service.

4.3 **Preview Releases.** Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews"). Previews may employ lesser or different privacy and security measures than those typically present in a Microsoft online service. Previews may not work correctly or in the same way the general availability version may work. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability. Unless otherwise provided, Previews are not included in customer support or service level agreements.

4.4 **Feedback.** If you provide suggestions, comments, input and other feedback ("Feedback") about the Services, you give to Microsoft without charge the right to use, share, and commercialize your Feedback in any way or for any purpose. You also give to third parties without charge the right to use or interface with any specific parts of a Microsoft software or service that includes the Feedback. You will not give Feedback that is subject to any license that requires Microsoft to license its software or documentation or services to third parties because we include your Feedback in them.
5. **Termination and cancellation**

5.1 **By Microsoft.** If you violate this Agreement, are ineligible to enter into it, or Microsoft suspects fraud, we may: (i) remove your Customer Data from the Services or disable your access to such Customer Data, (ii) suspend or cancel your access to the Services, (iii) refer such activity to appropriate authorities, (iv) pursue our remedies under applicable law, or (v) take any combination of these actions. Customer Data that is deleted may be irretrievable. Microsoft may also: (a) stop offering any Service at any time for any reason, (b) terminate your access at any time for any reason, (c) suspend your access under Section 3.2, or (d) stop providing portions of any Service, in accordance with Section 4.2.

5.2 **By your Admin or Organization.** If your Admin has assumed control of your User Account, your Admin may modify or remove your access to a Service. Even in the absence of an Admin takeover, your Organization, as owner of the Domain associated with your email, may also modify or remove your access to a Service. Please review the website for the specific Service for any additional details.

5.3 **By You.** You may terminate your subscription to the Services associated with your User Account at any time and for any reason, unless the Admin has assumed control of your User Account. In such case, contact your Organization or Admin to manage the Services (including terminating a specific Service, disabling your User Account, or deleting your Customer Data). If an Admin has not assumed control of your User Account for a specific Service, please visit the website for the specific Service to understand how to terminate the specific Service, disable your User Account, or delete Customer Data.

5.4 **Effect of Termination.** If the subscription to a Service is canceled or terminated, your right to use that Service stops immediately and your license to use the software related to that Service ends. If your subscription to a Service is canceled or terminated, we will delete your information or Customer Data or will otherwise disable your access to such information or Customer Data. We are under no obligation to notify you or return Customer Data to you.

6. **Use of Microsoft Software with the Services**

6.1 **Use Rights.** We may provide you with Microsoft software as part of, or for use with, a Service. If the software includes its own license, those terms control. If the software does not have its own license, then any software provided by us to you as part of that Service is subject to the terms of this Agreement. Unless accompanied by a separate license agreement, we grant you the right to install and run any number of copies of the software on your devices for use with that Service. The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices.

6.2 **Scope of License.** The software is licensed, not sold. This Agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not: work around any technical limitations in the software; disassemble, decompile, or reverse engineer the software, except and only to the extent permitted by applicable law despite this limitation; remove, minimize, block or modify any notices of Microsoft or its suppliers in the software; use the software in any way that is against the law; or share, publish or lend the software, or provide the software as a stand-alone hosted solution for others to use, or transfer the software or this Agreement to any third party.
6.3 **Third-party Software Components.** The software may contain third-party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to you under Microsoft’s license terms and notices. However, any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such code, not by Microsoft.

6.4 **Validation, Automatic Updates, and Collection for Software.** Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, your 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. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, you consent to the transmission of the information described in this section. Microsoft may recommend or download to your devices updates or supplements to the software, with or without notice. Some Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) (“Apps”). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this Agreement.

7. **Privacy and Security Terms**

For purposes of this Agreement, “Customer Data” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf, of you through use of any Service.

7.1 **Privacy.** Microsoft uses and protects your Customer Data as outlined in the Microsoft Online Services Privacy Statement at [http://go.microsoft.com/fwlink/?LinkId=512132](http://go.microsoft.com/fwlink/?LinkId=512132). Your access and use of any Service operates as your consent to these practices.

7.2 **Your Responsibility for Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Services to you without violating your Organization’s policies or the rights of any third party, or otherwise obligating Microsoft to you or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of any Service other than as expressly set forth in this Agreement or as required by applicable law. Until such time as an Admin (acting on your Organization’s behalf) has assumed control of your User Account, you are responsible for your Customer Data. If an Admin has assumed control of your User Account, the Admin controls your Customer Data and access to the Organization pursuant to Section 2. Subject to your Organization’s policies, you may delete your own Customer Data from the Service, so long as you are still a user of that Service. If an Admin has assumed control of your User Account, please contact your Admin to understand your rights to your Customer Data.

7.3 **Public Features.** If you share Customer Data in public areas of the Services, through features that permit public sharing of Customer Data, or in shared areas available to others, you agree that anyone with whom you have shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If you do not want others to have that ability, do not use the Services to share your Customer Data.

7.4 **Security.** Microsoft is committed to helping protect the security of users’ information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

7.5 **Service Disruptions and Backup.** We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Microsoft isn’t liable for any disruption or
loss you may suffer as a result. You should regularly back up the Customer Data that you store on the Services. Having a regular backup plan and following it can help you prevent loss of your Customer Data.

8. **Other Microsoft Products and Non-Microsoft Products.**

8.1 **Other Microsoft Products.** You may be able to access other Microsoft software, data, services, websites or products (“Other Microsoft Products”) via the Services. Your use of Other Microsoft Products may be subject to separate terms and conditions.

8.2 **Non-Microsoft Products.** Microsoft may make third-party-branded software, data, service, website or product (“Non-Microsoft Products”) available to you through your use of the Services (such as through a store or gallery or other integration). You are solely responsible for your dealings with third parties (including advertisers). Your use of Non-Microsoft Products may be subject to the third party’s terms and conditions. If you install or use any Non-Microsoft Product with a Service, you may not do so in any way that would subject Microsoft’s intellectual property or technology to obligations beyond those expressly included in this Agreement. For your convenience, Microsoft may include charges for the Non-Microsoft Product as part of your bill for the Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. You are solely responsible for any Non-Microsoft Product that you install or use with a Service.

9. **No Warranties; Limitation of Liability**

9.1 **NO WARRANTIES**

MICROSOFT, AND OUR AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN “AS IS” BASIS “WITH ALL FAULTS” AND “AS AVAILABLE.” MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEE UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS.

YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CUSTOMER DATA LOSS WON’T OCCUR.

9.2 **Limitation of Liability.** If Microsoft breaches this Agreement, or if you have any basis for recovering damages despite this Agreement’s limitations, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, suppliers, resellers, distributors, and vendors, direct damages up to USD$5,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, YOU CAN’T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. These limitations and exclusions apply even if this remedy doesn’t fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as: (i) loss of Customer Data; (ii) any virus affecting your use of any Service; (iii) delays or
failures in starting or completing transmissions or transactions; (iv) claims for breach of contract, warranty, guarantee, or condition; (v) strict liability, negligence, misrepresentation, omission, trespass, or other tort; (vi) violation of statute or regulation; or (vii) unjust enrichment. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn’t allow the exclusion or limitation of incidental, consequential, or other damages.

10. **BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE (OR ARE A BUSINESS WITH YOUR PRINCIPAL PLACE OF BUSINESS) 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 and Microsoft’s 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 us concerning the Services, your (and, if you are an Organization, your employees’ and other persons’) use of the Services, the Services’ price, User Accounts, Customer Data, 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 Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, U.S.A. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at http://go.microsoft.com/fwlink/?LinkId=245499. 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 King County, Washington, U.S.A. if you meet the court’s requirements.

(d) **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if the value of the dispute is $75,000 or less whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at http://go.microsoft.com/fwlink/?LinkId=245497 to the AAA and mail a copy to us. In a dispute involving $25,000 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 King County, Washington. 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.

(e) **Arbitration Fees and Payments.**
i. **Disputes Involving $75,000 or Less.** We 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, we will: (i) pay the greater of the award or $1,000; (ii) pay your reasonable attorney’s fees, if any; and (iii) 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.** 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) **Rejecting Future Arbitration Changes.** You may reject any change we make to Section 10 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in Section 10(b). If you do, the most recent version of Section 10 before the change you rejected will apply.

(h) **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won’t be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 still applies.

(i) **Conflict with AAA Rules.** These terms in Section 10 govern to the extent they conflict with the AAA’s Commercial Arbitration Rules or Consumer Arbitration Rules.

11. **Miscellaneous**

11.1 **Microsoft contracting entity, governing law, and place to resolve disputes.**

If you live in (or, if a business, your principal place of business is in) the United States, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. The laws of the state where you live (or, if a business, your principal place of business) govern the interpretation of this Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to this Agreement or the Services that are heard in court (excluding arbitration).

Canada. If you live in (or, if a business, your principal place of business is in) Canada, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. The laws of the province where you live (or, if a business, your principal place of business) govern the interpretation of Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. You and we irrevocably consent to the exclusive jurisdiction
and venue of the courts in Ontario for all disputes arising out of or relating to this Agreement or the Services.

**North or South America outside the United States and Canada.** If you live in (or, if a business, your principal place of business is in) North or South America outside the United States and Canada, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. Washington State law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country to which we direct the Services.

**Europe.** If you live in (or, if a business, your principal place of business is in) Europe, and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. The laws of Washington State, U.S.A. govern all claims related to cost-free portions of the Services, without prejudice to the mandatory law provisions which apply in the country to which we direct your Services. If you have paid to use a portion of the Services, you are contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg. The laws of the country to which we direct the Services govern all claims relating to paid portions of the Services, including consumer protection claims.

**Middle East or Africa.** If you live in (or, if a business, your principal place of business is in) the Middle East or Africa, and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. The laws of Washington State, U.S.A. govern all claims related to cost-free portions of the Services, without prejudice to the mandatory law provisions which apply in the country to which we direct the Services. If you have paid to use a portion of the Services, you are contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg. For paid portions of the Services, the laws of Luxembourg govern the interpretation of this Agreement and apply to claims for breach of it, regardless of conflict of laws principles. All other claims (including consumer protection, unfair competition, and tort claims) will be subject to the laws of the country to which we direct the Services. You and we irrevocably agree to the exclusive jurisdiction and venue of the Luxembourg courts for all disputes arising out of or relating to this Agreement or the Services.

**Asia or the South Pacific (unless your country is specifically called out below).** Unless your country is specifically called out below, if you live in (or, if a business, your principal place of business is in) Asia or the South Pacific, and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. If you have paid to use a portion of the Services, you are contracting with Microsoft Regional Sales Corp., a corporation organized under the laws of the State of Nevada, U.S.A., with a branch in Singapore, having its principal place of business at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968. For the Services, Washington State law governs this Agreement. Any dispute arising out of or in connection with the Services or this Agreement, including any question regarding their existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this clause. The Tribunal will consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.

**Japan.** If you live in (or, if a business, your principal place of business is in) Japan, and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way,
Redmond, WA 98052, U.S.A. If you have paid to use a portion of the Services, you are contracting with Microsoft Japan Co., Ltd (MSKK), Shinagawa Grand Central Tower, 2-16-3 Konan Minato-ku, Tokyo 108-0075. For the Services, the laws of Japan govern this Agreement. You and we irrevocably agree to the exclusive original jurisdiction and venue of the Tokyo District Court for all disputes arising out of or relating to this Agreement or the Services.

**China.** If you live in (or, if a business, your principal place of business is in) China, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. As to the Services, Washington State law governs this Agreement, regardless of conflict of laws principles. The jurisdiction of the state or federal courts in King County, Washington, USA, is non-exclusive.

**Republic of Korea.** If you live in (or, if a business, your principal place of business is in) Korea and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. If you have paid to use a portion of the Services, you are contracting with Microsoft Korea, Inc., 6th Floor, POSCO Center, 892 Daechi-Dong, Kangnam-Gu, Seoul, 135-777, Korea. For the Services, the laws of the Republic of Korea govern this Agreement. You and we irrevocably agree to exclusive original jurisdiction and venue of the Seoul Central District Court for all disputes arising out of or relating to this Agreement or the Services.

**Taiwan.** If you live in (or, if a business, your principal place of business is in) Taiwan and you are using cost-free portions of the Services, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. If you have paid to use a portion of the Services, you are contracting with Microsoft Taiwan Corp., 8F, No 7 Sungren Road, Shinyi Chiu, Taipei, Taiwan 110. For the Services, the laws of Taiwan govern this Agreement. You and we irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement or the Services.

11.2 **Digital Rights Management.** If you access material protected with digital rights management (DRM), the DRM software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can play the material.

11.3 **Survival.** This section and Sections 4.4, 9, 10, 11.1, 11.5, 11.6, and those that by their terms apply after it ends, will survive any termination or cancellation of this Agreement.

11.4 **Assignment and transfer.** We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use the Services.

11.5 **Electronic Notices.** Microsoft may provide you with information and notices about a Service electronically, including via email, through the portal for a Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft. Your access and use of a Service operates as your consent to these practices.

11.6 **Contract interpretation.** This Agreement is the entire agreement between you and Microsoft for your use of the Services. It supersedes any prior agreements between you and Microsoft regarding this subject. All parts of this Agreement apply to the maximum extent permitted by applicable law. If a court or arbitrator holds that part of this Agreement is illegal or unenforceable as written, that part will be deemed replaced with similar terms to the extent enforceable, but the rest of this Agreement will not change. Section 10(h) says what happens if parts of Section 10 (arbitration and class action waiver) are found to be illegal or unenforceable. Section 10(h) prevails over this section if inconsistent with it.
11.7 **No third-party beneficiaries.** Except for Section 10, this Agreement is solely for your and our benefit. It isn't for the benefit of any other person, except for Microsoft’s successors and assigns.

11.8 **Government Employees.** Microsoft waives any and all entitlement to compensation from your Organization for any Service provided pursuant to this Agreement. Microsoft intends that the terms for any Service be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that any Service and its deliverables provided are for the sole benefit and use of your Organization and are not provided for personal use or benefit of any individual government employee.

11.9 **Font components.** You may use the fonts to display and print material only while using the Services. You may not circumvent any embedding restrictions in the fonts.

11.10 **Support.** For support for a specific Service, if available, please review the website and documentation for that Service.

11.11 **Export restrictions.** Microsoft’s free software and services are subject to United States and other jurisdictions’ export and technology laws and you agree to comply with all such applicable laws and regulations that apply to the software and/or services. United States government permission is required to transfer these free software and services to governments of any embargoed country or certain prohibited parties. Please see the U.S. Department of Treasury website ([http://go.microsoft.com/fwlink/?LinkID=243206](http://go.microsoft.com/fwlink/?LinkID=243206)) for more information. Additionally, paid services are subject to United States export laws and regulations with which you must comply. These laws include restrictions on destinations, end users, and end use. For additional information, see Exporting Microsoft Products website ([http://www.microsoft.com/exporting](http://www.microsoft.com/exporting)).

11.12 **Reservation of Rights.** Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Services, excluding your Customer Data. Microsoft and the names, logos, and icons of all Microsoft products, software, and services may be either trademarks or registered trademarks of Microsoft in the United States and/or other countries. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in this Agreement are reserved.

**Part II. SERVICE SPECIFIC TERMS**

Any additional legal terms that apply to your use of a specific Service (the “Service Specific Terms”) are set forth in this Part II. If a particular Service is not listed in the Service Specific Terms, it does not have any Service Specific Terms.

*There are no Service Specific Terms at this time.*