

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT OFFICE 2010 DESKTOP APPLICATION SOFTWARE

Below are three separate sets of license terms. Only one set applies to you. To determine which license terms apply to you check the license designation printed either on your product key, near the product name on your Certificate of Authenticity, or on the download page if you obtained your product key online. If your designation is FPP, then the Retail License Terms below apply to you. If your designation is OEM, then the OEM License Terms below apply to you. If your designation is Product Key Card or PKC, then the Product Key Card License Terms below apply to you.

If you need assistance finding your license type, please go to: www.microsoft.com/office/eula to determine which license you have.

1. RETAIL LICENSE TERMS.

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed-paper license terms, which may come with the software, may replace or modify an on-screen license terms. These terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

- 1. OVERVIEW.** The software is licensed on a per copy per device basis. A hardware partition or blade is considered to be a separate device.
- 2. INSTALLATION AND USE RIGHTS.**

- a. **One Copy per Device.** You may install one copy of the software on one device. That device is the "licensed device."
- b. **Licensed Device.** You may only use one copy of the software on the licensed device at a time.
- c. **Portable Device.** You may install another copy of the software on a portable device for use by the single primary user of the licensed device.
- d. **Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.
- e. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may install and use only one version at a time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Multiplexing.** Hardware or software you use to
 - pool connections,
 - reroute information, or
 - reduce the number of devices or users that directly access or use the software(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- b. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
 - embed fonts in content as permitted by the embedding restrictions in the fonts; and
 - temporarily download them to a printer or other output device to print content.
- c. **Media Elements and Templates.** You may have access to media images, clip art, animations, sounds, music, video clips, templates and other forms of content ("media elements") provided with the software or as part of a service associated with the software. You may copy and use the media elements in projects and documents. You may not (i) sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. For more information, go to www.microsoft.com/permission.
- d. **Use with Virtualization Technologies.** Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device.
- e. **Remote Access.** The single primary user of the licensed device may access and use the

software installed on the licensed device remotely from any other device. You may allow others to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.

- f. Development Tools.** The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software.
 - g. Language Version Selection.** If you are provided with a one-time selection between language versions, without a language pack or LIP, you may use only the one language version you select. If you were not provided with a language selection, the language version will default to the language of your operating system or, if your operating system language is not available, to another available language. If you acquire a language pack or LIP, you may use the additional languages included in the language pack or LIP. A "LIP" is a Language Interface Pack. Language packs and LIPs offer additional language version support of the software. The language packs and LIPs are a part of the software and may not be used separately.
 - h. Trial and Conversion.** Some or all of the 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 activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software.
 - i. Subscription Software.** If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running. At that time you can continue to open, view and print any documents you created with the software.
- 4. MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, the license version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see www.microsoft.com/piracy/activation.msp. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION.** This is to prevent its unlicensed use. **YOU ARE NOT PERMITTED TO BYPASS OR CIRCUMVENT ACTIVATION.** You can activate the software by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **THE SOFTWARE WILL REMIND YOU TO ACTIVATE IT UNTIL YOU DO.**
- 5. VALIDATION.**

- a. The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.
- b. During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software and the Internet protocol address of the licensed device. Microsoft does not use the information to identify or contact you. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** For more information about validation and what is sent during or after a validation check, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.
- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Office product then the functionality or experience of using the software may be affected. For example,
- d. Microsoft may
 - provide notice that the software is improperly licensed or a non-genuine Office product; and you may
 - receive reminders to obtain a properly licensed copy of the software; or
 - need to follow Microsoft's instructions to be licensed to use the software and reactivate; and you may not be able to
 - use or continue to use the software or some of the features of the software; or
 - obtain certain updates or upgrades from Microsoft.
- e. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.

6. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

- a. **Consent for Internet-Based Services.** The software features described below and in the Office 2010 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2010 Privacy Statement at r.office.microsoft.com/r/rlidOOClientPrivacyStatement14?clid=1033. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the

language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and help. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.
- SharePoint Workspace. If the software includes Microsoft SharePoint Workspace ("SharePoint Workspace"), SharePoint Workspace will allow you to communicate directly with others over the Internet. If you cannot communicate directly with a contact over the Internet, and your administrator uses Microsoft's public server infrastructure, your communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service if your administrator uses Microsoft's public server infrastructure.

SharePoint Workspace makes some information about your SharePoint Workspace account and device known to your approved contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a SharePoint Workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure SharePoint Workspace to use Microsoft servers, those servers will collect information about your device and user accounts.

- b. Automatic Update.** Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed device.
- c. Use of Information.** Microsoft may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- d. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- 7. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. 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;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- use the software in any way that is against the law;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

8. BACKUP COPY.

- a. Media.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on the licensed device.
- b. Electronic Download.** If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on the licensed device. You may also use it to reinstall the software on the licensed device.
- c. Click-to-Run.** If you acquired and downloaded software online with Click-to-Run technology, you will not be able to make a copy of the software on a disc or other media. Instead you may download the software online again only to reinstall the software on the licensed device.

9. DOCUMENTATION. Any person that has valid access to your licensed device or internal network may copy and use the documentation for your internal, reference purposes.

10. NOT FOR RESALE SOFTWARE. You may not sell software marked as “NFR” or “Not for Resale.”

11. ACADEMIC SOFTWARE. You must be a “Qualified Educational User” to use software marked as “Academic” edition. If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

12. HOME AND STUDENT SOFTWARE. For software marked “Home and Student” edition, you may install one copy of the software on up to three licensed devices in your household for use by people for whom that is their primary residence. The software may not be used for commercial, non-profit, or revenue-generating activities.

13. MILITARY APPRECIATION SOFTWARE. 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. **The software is not licensed for use in any commercial, non-profit, or revenue-generating activities.** If the software is marked as

"Military Appreciation" edition, you may only transfer this software in accordance with military exchange service policies and regulations.

14. CANADIAN FORCES SOFTWARE. You must be a "CANEX Authorized Patron" to license software marked as "Canadian Forces" edition. To be a CANEX Authorized Patron, you must be a

- Serving member of the Canadian Forces (CF) or their spouse;
- Member of the Canadian Forces Reserve Force;
- Retired Canadian Forces member or Department of National Defense (DND) civilian employee in receipt of a DND pension;
- Permanent full time or part time Non-Public Fund (NPF) or DND employee or and their spouse;
- CANEX Concessionaire (principals only);
- Qualifying foreign military personnel;
- Retired NPF employee in receipt of an NPF pension;
- Full time employee of Alternative Service Delivery contractors;
- Widow of CF personnel receiving a benefit under the Child Family Services Act, Defence Services Pension Contribution Act, or the Pension Act or the War Veterans Allowance Act;
- Member of the Canadian Corps of Commissionaires when residing or employed on a Base/Wing; or
- Member of the Royal Canadian Mounted Police.

The software is not licensed for use in any commercial, non-profit, or revenue-generating activities. If the software is marked as "Canadian Forces" edition, you may only transfer this software in accordance with Canex retail store service policies and regulations.

15. HOME USE PROGRAM SOFTWARE. You must be a "Home Use Program User" to use software marked 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 Software Assurance, and
- the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.

16. GEOGRAPHIC RESTRICTIONS. If the software is marked as requiring activation in a specific geographic region, then you are only permitted to activate this software in the geographic region indicated on the software packaging. You may not be able to activate the software outside of that region. For further information on geographic restrictions, visit go.microsoft.com/fwlink/?LinkId=99189.

17. UPGRADE OR CONVERSION. To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this

agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the software you upgraded or converted from.

18. PROOF OF LICENSE.

- a. Genuine Proof of License.** If you acquired the software on a disc or other media, your proof of license is the genuine Microsoft certificate of authenticity label with the accompanying genuine product key and your proof of purchase. If you purchased and downloaded the software online, your proof of license is the genuine Microsoft product key for the software which you received with your purchase and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. Proof of purchase may be subject to verification by your merchant's records.
- b. Upgrade or Conversion License.** If you upgrade or convert the software, your proof of license is
- the genuine proof of license for the software you upgraded or converted from; and
 - the genuine proof of license for the software you upgraded or converted to.
- c.** To identify genuine Microsoft software, see www.howtotell.com.

19. REASSIGN TO A NOTHER DEVICE. You may reassign the license to a different device any number of times, but not more than one time every 90 days. If you reassign, that other device becomes the "licensed device." If you retire the licensed device due to hardware failure, you may reassign the license sooner.

20. TRANSFER TO A THIRD PARTY. The first user of the software may make a one-time transfer of the software and this agreement, by transferring the genuine proof of license directly to a third party. The first user must remove the software before transferring it separately from the licensed device. The first user may not retain any copies of the software. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. If the software is an upgrade, any transfer must also include all prior versions of the software.

21. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

22. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

23. ENTIRE AGREEMENT. This agreement (including the warranty below), any addendum or amendment included with the software, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

24. APPLICABLE LAW.

- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims,

including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

25. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

26. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.**
- E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.**
- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at
 - (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit www.microsoft.com/info/nareturns.htm.
 - 2. Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

2. OEM LICENSE TERMS

These license terms are an agreement between you and

- the device manufacturer that distributes the software with the device; or
- the software installer that distributes the software with the device.

Please read them. They apply to the software that accompanies these license terms, which includes the media on which you received it, if any. Printed-paper license terms, which may come with the software, take the place of any on-screen license terms. These terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those other terms apply.

If you obtain updates or supplements directly from Microsoft, then these terms apply except that Microsoft, and not the manufacturer or installer, licenses those to you.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, CONTACT THE MANUFACTURER OR INSTALLER TO DETERMINE ITS RETURN POLICY FOR A REFUND OR CREDIT.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

- 1. OVERVIEW.** The software is licensed on a per copy per device basis. A hardware partition or blade is considered to be a separate device.
- 2. INSTALLATION AND USE RIGHTS.**
 - a. One Copy per Device.** The software license is permanently assigned to the device with which the software is distributed. That device is the "licensed device."
 - b. Licensed Device.** You may only use one copy of the software on the licensed device at a time.
 - c. Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

- d. Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time. If the manufacturer or installer provides you with more than one language version, you may use only one language version at one time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/ OR USE RIGHTS.

- a. Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

- b. Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

- c. Media Elements and Templates.** You may have access to media images, clip art, animations, sounds, music, video clips, templates and other forms of content (“media elements”) provided with the software or as part of a service associated with the software. You may copy and use the media elements in projects and documents. You may not (i) sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. For more information, go to www.microsoft.com/permission.

- d. Use with Virtualization Technologies.** Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device.

- e. Remote Access.** The single primary user of the licensed device may access and use the software installed on the licensed device remotely from any other device. You may allow others to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.

- f. Development Tools.** The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software. These license terms apply to your use of the tools.

- g. Language Version Selection.** If the computer manufacturer provides you with a one-time selection between language versions, you may use only the one language version you select. If you were not provided with a language selection, the language version will default to the language of your operating system or, if your operating system language is not available, to another available language. If the computer manufacturer provides you with a language pack or "LIP", you may use the additional languages included in the language pack or LIP. A "LIP" is a Language Interface Pack. Language packs and LIPs offer additional language version support of the software. The language packs and LIPs are a part of the software and may not be used separately.
- h. Trial and Conversion.** Some or all of the 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 activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software .
- i. Subscription Software.** If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running. At that time you can continue to open, view and print any documents you created with the software.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, the license version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see www.microsoft.com/piracy/activation.msp. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION.** This is to prevent its unlicensed use. **YOU ARE NOT PERMITTED TO BYPASS OR CIRCUMVENT ACTIVATION.** You can activate the software by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **THE SOFTWARE WILL REMIND YOU TO ACTIVATE IT UNTIL YOU DO.**

5. VALIDATION.

- a.** The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.
- b.** During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software and the Internet protocol address of

the licensed device. Microsoft does not use the information to identify or contact you. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** For more information about validation and what is sent during or after a validation check, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.

- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Office product then the functionality or experience of using the software may be affected. For example,

Microsoft may

- provide notice that the software is improperly licensed or a non-genuine Office product;

and you may

- receive reminders to obtain a properly licensed copy of the software; or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate;

and you may not be able to

- use or continue to use the software or some of the features of the software; or
- obtain certain updates or upgrades from Microsoft.

- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.

6. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

- a. **Consent for Internet-Based Services.** The software features described below and in the Office 2010 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2010 Privacy Statement at r.office.microsoft.com/r/rlidOOClientPrivacyStatement14?clid=1033. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and help. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm

the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

- **SharePoint Workspace.** If the software includes Microsoft SharePoint Workspace ("SharePoint Workspace"), SharePoint Workspace will allow you to communicate directly with others over the Internet. If you cannot communicate directly with a contact over the Internet, and your administrator uses Microsoft's public server infrastructure, your communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service if your administrator uses Microsoft's public server infrastructure.

SharePoint Workspace makes some information about your SharePoint Workspace account and device known to your approved contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a SharePoint Workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure SharePoint Workspace to use Microsoft servers, those servers will collect information about your device and user accounts.

b. Automatic Update. Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed device.

c. Use of Information. Microsoft may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

d. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

7. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. The manufacturer or installer and 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. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use components of the software to run applications not running on the software;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - use the software in any way that is against the law;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- 8. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to reinstall the software on the licensed device.
- 9. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 10. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 11. HOME AND STUDENT SOFTWARE.** For software marked "Home and Student" edition, you may not use the software for commercial, non-profit, or revenue-generating activities.
- 12. GEOGRAPHIC RESTRICTIONS.** If the software is marked as requiring activation in a specific geographic region, then you are only permitted to activate this software in the geographic region indicated on the software or computer packaging. You may not be able to activate the software outside of that region. For further information on geographic restrictions, visit go.microsoft.com/fwlink/?LinkId=141397.
- 13. UPGRADE OR CONVERSION.** To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the software you upgraded or converted from.
- 14. PROOF OF LICENSE.**
- a. Genuine Proof of License.** If you acquired the software on a device, or on a disc or other media, a genuine Microsoft Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device or appear on the manufacturer's or installer's packaging. If you receive the label separately, it is invalid. You should keep label on the device or the packaging that has the label on it to prove that you are licensed to use the software. If the device comes with more than one genuine Certificate of Authenticity label, you may use each version for the software identified on those labels.
 - b.** To identify genuine Microsoft software, see www.howtotell.com.
- 15. TRANSFER TO A THIRD PARTY.** You may transfer the software directly to a third party only with the licensed device, the Certificate of Authenticity label, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

16. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17. SUPPORT SERVICES. For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx. If you are using software that is not properly licensed, you will not be entitled to receive support services.

18. ENTIRE AGREEMENT. This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

19. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

20. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

21. LIMITATION ON AND EXCLUSION OF DAMAGES. EXCEPT FOR ANY REFUND THE MANUFACTURER OR INSTALLER MAY PROVIDE, YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if
- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- the manufacturer, installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions and the software is properly licensed, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** THE LIMITED WARRANTY COVERS THE SOFTWARE FOR 90 DAYS AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THOSE 90 DAYS, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If you transfer the software, the remainder of the warranty will apply to the recipient.
- TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond the reasonable control of the manufacturer or installer, or Microsoft.
- D. REMEDY FOR BREACH OF WARRANTY.** THE MANUFACTURER OR INSTALLER WILL, AT ITS ELECTION, EITHER (i) REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE, OR (ii) ACCEPT RETURN OF THE PRODUCT(S) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THE MANUFACTURER OR INSTALLER MAY ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE OR PROVIDE A REFUND OF THE AMOUNT YOU PAID FOR THEM, IF ANY. CONTACT THE MANUFACTURER OR INSTALLER ABOUT ITS POLICY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.
- E. CONSUMER RIGHTS NOT AFFECTED.** YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.
- F. WARRANTY PROCEDURES.** Contact the manufacturer or installer to find out how to obtain warranty service for the software. For a refund, you must comply with the manufacturer's or installer's return policies.
- G. NO OTHER WARRANTIES.** THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM THE MANUFACTURER OR INSTALLER, OR MICROSOFT. THE MANUFACTURER, OR INSTALLER AND MICROSOFT GIVE NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, THE MANUFACTURER OR INSTALLER AND MICROSOFT EXCLUDE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.
- H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO

BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

3. PRODUCT KEY CARD TERMS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software which (i) was initially preinstalled on your device and (ii) which is named on the PRODUCT KEY CARD you have purchased in order to convert the trial rights into perpetual rights. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

IF YOU DO NOT ACCEPT THE LICENSE TERMS, DO NOT USE THE SOFTWARE. INSTEAD, RETURN YOUR PRODUCT KEY CARD TO YOUR PLACE OF PURCHASE FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

- 1. OVERVIEW.** The software is licensed on a per copy per device basis. A hardware partition or blade is considered to be a separate device.
- 2. INSTALLATION AND USE RIGHTS.**
 - a. One Copy per Device.** The software license is permanently assigned to the device on which the software is initially activated. That device is the "licensed device."
 - b. Licensed Device.** You may only use one copy of the software on the licensed device at a time.
 - c. Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.
 - d. Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time.
- 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

b. Font Components. While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to help print content.

c. Media Elements and Templates. You may have access to media images, clip art, animations, sounds, music, video clips, templates and other forms of content (“media elements”) provided with the software or as part of a service associated with the software. You may copy and use the media elements in projects and documents. You may not (i) sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. For more information, go to www.microsoft.com/permission.

d. Use with Virtualization Technologies. Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device.

e. Remote Access. The single primary user of the licensed device may access and use the software installed on the licensed device remotely from any other device. You may allow others to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.

f. Development Tools. The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software.

g. Language Version Selection. If you are provided with a one-time selection between language versions, without a language pack or LIP, you may use only the one language version you select. If you were not provided with a language selection, the language version will default to the language of your operating system or, if your operating system language is not available, to another available language. If you are provided with a language pack or LIP, your use of language versions is not limited. A “LIP” is a Language Interface Pack. Language packs and LIPs offer additional language version support of the software. The language packs and LIPs are a part of the software, and may not be used separately.

- h. Trial and Conversion.** Some or all of the 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 activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software.
- i. Subscription Software.** If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running. At that time you can continue to open, view and print any documents you created with the software.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, the license version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see www.microsoft.com/piracy/activation.msp. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION.** This is to prevent its unlicensed use. **YOU ARE NOT PERMITTED TO BYPASS OR CIRCUMVENT ACTIVATION.** You can activate the software by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **THE SOFTWARE WILL REMIND YOU TO ACTIVATE IT UNTIL YOU DO.**

5. VALIDATION.

- a.** The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.
- b.** During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software and the Internet protocol address of the licensed device. Microsoft does not use the information to identify or contact you. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** For more information about validation and what is sent during or after a validation check, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.
- c.** If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Office product then the functionality or experience of using the software may be affected. For example,

Microsoft may

- provide notice that the software is improperly licensed or a non-genuine Office product; and you may
 - receive reminders to obtain a properly licensed copy of the software; or
 - need to follow Microsoft's instructions to be licensed to use the software and reactivate; and you may not be able to
 - use or continue to use the software or some of the features of the software; or
 - obtain certain updates or upgrades from Microsoft.
- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.
6. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The software features described below and in the Office 2010 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2010 Privacy Statement at r.office.microsoft.com/r/rlidOOClientPrivacyStatement14?clid=1033. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and help. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.
- SharePoint Workspace. If the software includes Microsoft SharePoint Workspace ("SharePoint Workspace"), SharePoint Workspace will allow you to communicate directly with others over the Internet. If you cannot communicate directly with a contact over the Internet, and your administrator uses Microsoft's public server infrastructure, your communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service if your administrator uses Microsoft's public server

infrastructure.

SharePoint Workspace makes some information about your SharePoint Workspace account and device known to your approved contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your “identity contact”, or
- send a SharePoint Workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure SharePoint Workspace to use Microsoft servers, those servers will collect information about your device and user accounts.

- b. Automatic Update.** Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed device.
- c. Use of Information.** Microsoft may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- d. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

7. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. Microsoft reserve 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;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- use the software in any way that is against the law;
- use components of the software to run applications not running on the software;
- rent, lease or lend the software; or

- use the software for commercial software hosting services.
- 8. BACKUP COPY.** You may order or download a backup copy of the software from www.microsoft.com/office/backup/. You may not distribute the backup copy of the software. You may use it only to reinstall the software on the license device.
 - 9. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
 - 10. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
 - 11. HOME AND STUDENT SOFTWARE.** For software marked “Home and Student” edition, you may not use the software for any commercial, non-profit, or revenue-generating activities.
 - 12. GEOGRAPHIC RESTRICTIONS.** If the software is marked as requiring activation in a specific geographic region, then you are only permitted to activate this software in the geographic region indicated on the software or computer packaging. You may not be able to activate the software outside of that region. For further information on geographic restrictions, visit go.microsoft.com/fwlink/?LinkId=141397.
 - 13. UPGRADE OR CONVERSION.** To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the software you upgraded or converted from.
 - 14. PROOF OF LICENSE.**
 - a. If you acquired the Product Key Card, your proof of license is the genuine Microsoft certificate of authenticity label with the accompanying genuine product key card and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. To be valid, this label must be attached to the product key card. If you receive the label separately, it is invalid. Proof of purchase may be subject to verification by your merchant’s records.
 - b. To identify genuine Microsoft software, see www.howtotell.com.
 - 15. TRANSFER TO A THIRD PARTY.** You may transfer the software directly to a third party only with the licensed device, the Certificate of Authenticity label, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.
 - 16. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
 - 17. SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx. If you are using software that is not properly licensed, you will not be entitled to receive support services.
 - 18. ENTIRE AGREEMENT.** This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software, and may modify or

replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

19. APPLICABLE LAW.

- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

20. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

21. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.
- TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.**
- E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.**
- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at
 - (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - Visit www.microsoft.com/info/nareturns.htm.
 - 2. Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim

under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

EULAID:O14_RTM_CLT.1_RTM_US