

## **MICROSOFT SOFTWARE EVALUATION LICENSE TERMS FOR VIRTUAL HARD DISK IMAGE WITH WINDOWS 10, VISUAL STUDIO, AND OTHER MICROSOFT PRODUCTS IDENTIFIED IN EXHIBIT A**

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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 evaluation software named above and in the Exhibit(s) attached hereto, which includes the media on which you received it, if any. The individual software titles listed in the Exhibit(s) are ordinarily licensed separately but are being provided to you under these consolidated license terms for your convenience. The terms also apply to any updates, supplements, support services or Microsoft Internet-based 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.**

**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.**

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**If you comply with these license terms, you have the rights below.**

### **1. INSTALLATION AND USE RIGHTS.**

- a.** The terms of this license supersede the terms of any Microsoft software license terms agreement that you may encounter in this software, even if installation of the software requires "acceptance" of a separate license term agreement.
- b.** You may install and use the software on one computer on which you are running any virtualization software able to run Virtual Hard Disk (VHD) formats, including Microsoft Virtual PC or Microsoft Virtual Server. This computer is the "licensed computer." A computer is a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a separate computer.
- c.** You may use the software in the virtual hard disk image only to demonstrate and internally evaluate it. You may not use the software for commercial purposes. You may not use the software in a live operating environment.
- d.** The Microsoft software in the virtual hard disk image is licensed as a single piece of software. You may not separate its component parts. You may only use the software on one licensed computer and one operating system environment. If the media on which you received the virtual hard disk image contains more than one image, you may run each virtual hard disk image independently or simultaneously, as long as it is on the same computer and operating system environment.
- e.** The Exceptions and Additional Terms for particular products included in the virtual hard disk image are set forth in Exhibit A.

**2. INTERNET-BASED SERVICES.** Microsoft may provide Internet-based services with the software. It may change or cancel them at any time. If Internet-based services are included within the software they are typically simulated for demo purposes in the Virtual Hard Drive Image and no transmission over the Internet takes place. However, should the Virtual Hard Drive Image be configured to transmit over the Internet, the terms set forth in Exhibit A for the included Microsoft products will apply.

**3. TIME-SENSITIVE SOFTWARE.** The software is licensed to you for sixty (60) days from the date of installation unless otherwise indicated in Exhibit A. You will not receive any other notice. You may not be able to access data used with the software when it stops running.

**4. NO ACTIVATION.** To prevent its unlicensed use, the software contains activation enforcement technology. Because this is an evaluation-only license, you are not licensed to activate the software for any purpose even if it prompts you to do so.

**5. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

**6. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**7. 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:

- a. disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval unless allowed via the Exceptions and Additional terms attached hereto as Exhibit A;
- b. work around any technical limitations in the software;
- c. reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- d. make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- e. publish the software for others to copy;
- f. rent, lease or lend the software;
- g. transfer the software or this agreement to any third party; or
- h. use the software for commercial software hosting services.

**8. 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](http://www.microsoft.com/exporting).

**9. SUPPORT SERVICES.** Because this software is "as is," Microsoft may not provide support services for it.

**10. ENTIRE AGREEMENT.** This agreement, together with Exhibit A and the terms for Internet-based services that you use, are the entire agreement for the software and support services.

#### **11. 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.

**12. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your 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 country if the laws of your country do not permit it to do so.

**13. DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**

**14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to (i) anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and (ii) 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 Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

**15. EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert " tel quel ". Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.**

**16. LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.**

Cette limitation concerne (i) tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et (ii) les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

**EXHIBIT A**  
**MICROSOFT PRODUCTS INCLUDED IN THE VIRTUAL HARD DISK IMAGE**  
**AND**  
**EXCEPTIONS AND ADDITIONAL TERMS FOR THOSE PRODUCTS**

If there is a conflict between the terms of the Virtual Hard Disk Image Evaluation EULA to which this Exhibit A is attached, and any of the terms in this Exhibit A, the terms in this Exhibit A shall govern.

<b>Microsoft Product included in the Virtual Hard Disk Image</b>	<b>Exceptions and Additional Terms for Included Products</b>
<b>Windows 10 Enterprise Evaluation</b>	<p><b>FOR WINDOWS 10 ENTERPRISE, THESE ADDITIONAL TERMS APPLY:</b></p> <p><b>IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.</b></p> <p><b>Thank you for choosing Microsoft!</b></p> <p>Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.</p> <p>This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (<a href="#">aka.ms/</a>) link into a browser window.</p> <p><b>By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features.</b> You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.</p>

**1. Overview.**

- a. Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as contacts, music, photos and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. Additional terms.** Additional Microsoft and third party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please be sure to read them.

  - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at ([aka.ms/msa](http://aka.ms/msa)). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable. The services may not be available in all regions.
  - (ii) Microsoft, the manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
  - (iii) The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at ([aka.ms/adobeflash](http://aka.ms/adobeflash)). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
  - (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at ([aka.ms/thirdpartynotices](http://aka.ms/thirdpartynotices)).
  - (v) To the extent included with Windows, Word, Excel, PowerPoint and OneNote are licensed for your personal, non-commercial use, unless you have commercial use rights under a separate agreement.

**2. Installation and Use Rights.**

- a. License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine,

and in that situation, you do not have a license to use the software.

**b. Device.** In this agreement, “device” means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.

**c. Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:

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

(ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;

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

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

(v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is permitted by applicable law or by licensing terms governing the use of open-source components that may be included with the software; and

(vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else’s use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

**d. Multi use scenarios.**

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

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

(iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using

the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

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

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

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

e. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described in Section 4 below.

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

4. **Transfer.** The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site ([aka.ms/transfer](https://aka.ms/transfer)), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.

a. **Software preinstalled on device.** If you acquired the software preinstalled on a device (and also if you upgraded from software preinstalled on a device), you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software

and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

**b. Stand-alone software.** If you acquired the software as stand-alone software (and also if you upgraded from software you acquired as stand-alone software), you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

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

**6. Updates.** The software periodically checks for system and app updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

**7. Downgrade Rights.** If you acquired a device from a manufacturer or installer with a Professional version of Windows preinstalled on it, you may use either a Windows 8.1 Pro or Windows 7 Professional version, but only for so long as Microsoft provides support for that earlier version as set forth in ([aka.ms/windowslifecycle](http://aka.ms/windowslifecycle)). This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of such components. Neither the manufacturer or installer, nor Microsoft, is obligated to supply earlier versions to you. You must obtain the earlier version



separately, for which you may be charged a fee. At any time, you may replace an earlier version with the version you originally acquired.

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

**9. Support and Refund Procedures.**

**a. For software preinstalled on a device.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at ([aka.ms/mssupport](https://aka.ms/mssupport)). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

**b. For software acquired from a retailer.** Microsoft provides limited support services for properly licensed software as described at ([aka.ms/mssupport](https://aka.ms/mssupport)). If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See ([aka.ms/msoffices](https://aka.ms/msoffices)), or in North America, call (800) MICROSOFT or see ([aka.ms/nareturns](https://aka.ms/nareturns)).

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

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

**a. Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its

price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

- b. Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at ([aka.ms/disputeform](http://aka.ms/disputeform)). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see ([aka.ms/adr](http://aka.ms/adr)) or call 1-800-778-7879. To start an arbitration, submit the form available at ([aka.ms/arbitration](http://aka.ms/arbitration)) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. Arbitration fees and payments.**

  - (i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer

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

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

(iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

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

**g. Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, 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.

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

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

resolve disputes through informal negotiation and arbitration.

**11. Governing Law.** The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

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

**a. Australia.** References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

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

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

**c. European Union.** The academic use restriction in Section 13.d(i) below does not apply in the jurisdictions listed on this site: ([aka.ms/academicuse](http://aka.ms/academicuse)).

**d. Germany and Austria.**

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

(ii) **Limitation of Liability.** In case of intentional conduct, gross

negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations.

**13. Additional Notices.**

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

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EULAID: VS2015\_RTM\_Community\_ENU

**Windows 10 IoT Core for Raspberry Pi 2**

**FOR WINDOWS 10 IoT CORE FOR RASPBERRY PI 2, THESE ADDITIONAL TERMS APPLY:**

**1. Overview**

- a. Runtime Image.** The software includes the Windows 10 IoT Core software (the “Runtime Image”) that runs on a device that has a CPU and internal storage and that is not a general-purpose computer (the “Device”).
- b. Development Tools and Utilities.** The software may also include, in addition to the Runtime Image, tools and utilities that run on a Windows PC and are used to configure, install, monitor or manage the Runtime Image on a Device.
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- b. No High Risk Use.** The software was not designed or intended for systems that require fault-tolerant performance. You may not use the software in any device or system in which a failure or fault of any kind of the software

could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

**4. Updates.** The Runtime Image will periodically check for updates, download them and install them to enhance Device functionality and security. You agree to receive these automatic updates without any additional notice. We recommend that Devices are periodically connected to the Internet at least once every month in order to check for and install any Runtime Image updates. You agree not to disable, programmatically manipulate, or redirect the automatic updating capability of the Runtime Image unless you enter into a license agreement authorized by Microsoft that expressly permits you to use a license file to change the update settings for the Runtime Image, in which case you may do so for Devices covered by that license.

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<p><b>Windows 10 IoT Core Project Templates</b></p>	<p><b>FOR WINDOWS 10 IoT CORE PROJECT TEMPLATES, THESE ADDITIONAL TERMS APPLY:</b></p> <p><b>1. Overview</b></p> <p><b>a. Runtime Image.</b> The software includes the Windows 10 IoT Core software (the “Runtime Image”) that runs on a device that has a CPU and internal storage and that is not a general-purpose computer (the “Device”).</p> <p><b>b. Development Tools and Utilities.</b> The software may also include, in addition to the Runtime Image, tools and utilities that run on a Windows PC and are used to configure, install, monitor or manage the Runtime Image on a Device.</p> <p><b>c. Applicability.</b> This agreement applies to the software, including any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your Device, then those terms do not apply with respect to the software on that Device.</p> <p><b>d. Additional Terms.</b> Additional Microsoft and third party terms may apply to your use of certain features, services, and apps, depending on your Device’s capabilities, how it is configured, and how you use it. Please be sure to read them.</p> <ul style="list-style-type: none"> <li>(i) Some features of the software provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the service terms of use, as applicable. The services may not be available in all regions.</li> <li>(ii) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at (<a href="#">aka.ms/thirdpartynotices</a>).</li> </ul> <p><b>2. Privacy; Consent to Use of Data.</b> Your privacy is important to us. Some of the software features send or receive information when using those features. By accepting this agreement and using the software you agree, and will ensure that in using the software end users agree, that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (<a href="#">aka.ms/privacy</a>).</p> <p><b>3. Additional Licensing Requirements and/or Use Rights</b></p> <p><b>a. Font Components.</b> While the software is running, you may use its fonts to display and print content. You may only:</p>

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
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**b. No High Risk Use.** The software was not designed or intended for systems that require fault-tolerant performance. You may not use the software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

**4. Updates.** The Runtime Image will periodically check for updates, download them and install them to enhance Device functionality and security. You agree to receive these automatic updates without any additional notice. We recommend that Devices are periodically connected to the Internet at least once every month in order to check for and install any Runtime Image updates. You agree not to disable, programmatically manipulate, or redirect the automatic updating capability of the Runtime Image unless you enter into a license agreement authorized by Microsoft that expressly permits you to use a license file to change the update settings for the Runtime Image, in which case you may do so for Devices covered by that license.

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