

Microsoft License Terms

IMPORTANT PRIVACY NOTICE (followed by LICENSE TERMS)

Diagnostic and Usage Information. Microsoft collects this information over the Internet to help keep Windows secure and up to date, troubleshoot problems, and make product improvements, and may associate the information with your organization. Microsoft server operating systems can be configured to turn diagnostic data off, send Required diagnostic data, or send Optional diagnostic data. The default setting is to send Required diagnostic data. Required diagnostic data includes information to help keep the device secure, up-to-date, and working as expected.

Choice and Control. Administrators can change the level of information collection through Settings. For details, see (aka.ms/winserverdata). Also see the Microsoft Privacy Statement (aka.ms/privacy).

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MICROSOFT SOFTWARE LICENSE TERMS **MICROSOFT WINDOWS SERVER**

Thank you for choosing Microsoft. Depending on how you obtained Windows Server (herein referred to as "Windows Server" or "server software" or "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 retailer if you acquired the software directly from Microsoft. Printed paper license terms, which may come with the software, or your applicable volume license agreement, take the place of this agreement.

This agreement describes your rights and the conditions upon which you may use the software. You should review the entire agreement, including any supplemental license terms that apply to the software and any linked terms, because all of the terms are important and together constitute this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window. The terms also apply to any updates, supplements, and Internet-based services. If you obtain software from a device manufacturer or installer, and you obtain updates or supplements directly from Microsoft, then Microsoft, and not the device manufacturer or installer, licenses those to you.

By accepting this agreement or using the software, you agree to all of these terms. If you do not accept and comply with these terms, you may not use the software or its features.

You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return

the software with the entire device on which the software is installed for a refund or credit, if any.

1. License Model Overview.

- a. This agreement applies to the server software, and any additional Microsoft software that may only be used with the server software, that is preinstalled on your device, or acquired from a device manufacturer or retailer and installed by you, the media on which you received the software (if any), and also any Microsoft updates, upgrades, downgrades, supplements or services for the software, unless other terms come with them.
- b. The license model described below covers core licensing of certain editions and versions of the server software and client access licenses (CALs). A minimum number of core licenses for each physical processor and server is required, unless otherwise stated. Additionally, each user or device accessing the server software requires a server software CAL, unless otherwise stated.
- c. Microsoft offers a choice of licenses to accommodate our customers' needs, so please refer to the license terms specific to the server software edition that you acquired. The server software comes in two editions: Standard and Datacenter.
 - i. *License Requirements.* The server software licenses for both Standard edition and Datacenter edition are based on: (a) the number of physical cores in the physical hardware; (b) the number of devices and users that access instances of specific versions of server software (CALs); and (c) the server software functionality accessed. The license terms for both editions are dependent on, and align to, a specific software product version. For example, if you acquired a prior version, the licensing terms specific to that version apply to that version of server software, and do not entitle you to future versions of the software.
 - ii. *License Difference.* Under the Standard edition license you are limited to a certain number of instances of server software, whereas under the Datacenter edition license you are permitted an unlimited number of instances of server software, as further described in this agreement.
 - iii. *Pay-as-you-go.* For information on the pay-as-you-go option, including licensing terms, see (aka.ms/winserverpaygo).

2. Definitions

- a. **Additional Software.** Additional software is defined as those listed here: (aka.ms/additionalsoftware).
- b. **Assigning a License.** To assign a license means to designate that license to one device or one user.
- c. **Core License.** A core license is the license required to license one physical core within a server. A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- d. **Instance.** You create an "instance" of software by executing the software's setup or install procedure or by duplicating an existing instance. *Run an Instance.* You

"run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- e. **Operating System Environment.** An "operating system environment" is:
 - i. All or part of a physical or virtual (or otherwise emulated) operating system instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications (if any), configured to run on the operating system instance or parts identified above.
 - (a) *Physical operating system environment* is configured to run directly on a physical hardware system. The physical operating system instance used to run hardware virtualization software (e.g., Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technologies) is considered part of the physical operating system environment.
 - (b) *A virtual operating system environment* is configured to run on a virtual (or otherwise emulated) hardware system.
 - ii. A physical hardware system can have either or both of the following:
 - (a) one physical operating system environment, and
 - (b) one or more virtual operating system environments.
- f. **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- g. **Web Workloads** (also referred to as "Internet Web Solutions") are publicly accessible and consist solely of web pages, websites, web applications, web services, and/or POP3 mail services. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to you or your affiliates' employees. You may use the software in Internet Web Solutions to run: (1) web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent), (2) database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions, (3) the Domain Name System service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software. Any other usage of the software is not considered to be a Web Workload.
- h. **Windows Server Container** (without Hyper-V isolation) is a feature of Windows Server software.
- i. **Windows Server Container with Hyper-V isolation** (formerly known as Hyper-V Container) is a container technology in Windows Server that utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host a Windows Server Container is considered one virtual operating system environment.

3. How to License Server Software

a. Licensing a Server. Properly licensed software grants you the right to install and run a certain number of instances of the server software on a server. Before you run these instances, you must determine the number of required core licenses per server (subsection 3.b) and assign those core licenses to that server as described below.

- i. *Device Manufacturer or Installer License.* If you obtained the software from a device manufacturer or installer, you are licensed for 16 cores; additional core licenses may be included in the device manufacturer's or installer's server packaging. Any such additional licenses you acquire from the device manufacturer or installer will also be subject to these license terms and any other additional terms included with those additional licenses. Certificate of Authenticity label(s) may be found affixed to the server and/or in the device manufacturer's or installer's software packaging, which will indicate the total number of core licenses assigned to the server by the device manufacturer or installer.

b. Determining the Number of Licenses Required. To license a server, all physical cores in the server must be licensed.

- i. Each server is required to be licensed with a minimum of 16 core licenses.
- ii. Each physical processor is required to be licensed with a minimum of eight core licenses.

If the number of physical cores in the server exceeds the minimum 16-core license requirement, you may need additional core licenses to cover the additional physical cores, except as provided for in subsection 3.c.i(b) and 3.c.ii(b).

- iii. *Device Manufacturer or Installer.* If the number of physical cores in the server exceeds the minimum 16-core license requirement, you need additional core licenses to cover the additional physical cores. If you obtained the software from a device manufacturer or installer, physical cores that are disabled for use by an operating system do not need to be licensed; this exemption does not reduce the minimum number of core licenses required as described in this section.

c. Assigning the Required Number of Licenses to the Server

- i. *Device Manufacturer or Installer.* If you obtained the software from a device manufacturer or installer:
 - (a) **Initial Assignment.** The software license is assigned to the server with which you acquired the software, except as provided below. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
 - (b) **Reassignment.**

- (1) You may not reassign core licenses for software obtained from a manufacturer or installer, unless you purchase those additional license rights.
 - (2) If you acquire additional licenses that include the right to reassign a core license, you may reassign that core license, but not within 90 days of the last assignment. You may reassign that core license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a core license, the server to which you reassign the license becomes the new licensed server for that core license. You may need additional core licenses to cover all of the physical cores in the new server.
- ii. *Microsoft.* If you obtained the software from Microsoft (not via a device manufacturer or installer):
 - (a) **Initial Assignment.** After you determine the number of core licenses you need for a server, you must assign that number of core licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
 - (b) **Reassignment.** You may reassign core licenses, but not within 90 days of the last assignment. You may reassign core licenses sooner if you retire the licensed server due to permanent hardware failure. If you reassign core licenses, the server to which you reassign the licenses becomes the new licensed server for those core licenses. You may need additional core licenses to cover all of the physical cores in the new server.

d. Running Instances of the Server Software

Windows Server Standard

- i. For each server to which you have assigned the required number of core licenses as provided in Section 3.b., at any one time you may run the server software in:
 - one physical operating system environment,
 - up to two virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.
- ii. If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - run hardware virtualization software,
 - provide hardware virtualization services,
 - run software to manage and service operating system environments on the licensed server.

- iii. If you want to run additional instances of the server software as set forth in this Section 3.d., you may need to acquire additional licenses to the server as described in Section 3.b.

Windows Server Datacenter

- i. For each server to which you have assigned the required number of core licenses as provided in Section 3.b. you may run, at any one time:
 - one physical operating system environment,
 - any number of virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.
- e. **Server Repartitioning.** You may reassign licenses on a single piece of hardware sooner than permitted above, when you:
 - reallocate physical processors from one licensed hardware partition to another;
 - create two or more partitions from one licensed hardware partition;
 - create one partition from two or more licensed hardware partitions.as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of physical processors, physical cores and core licenses remains the same.
- f. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software (to which additional fees may sometimes apply) only with the server software. For a list of additional software, see (aka.ms/additionalsoftware).
- g. **Creating and Storing Instances on Your Servers or Storage Media.** For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- h. **Restrictions.** The software is licensed, not sold. The device manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement and no other rights are licensed to you. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):
 - work around any technical restrictions or limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;

- use the software's files and components within another operating system or application running on another operating system;
- publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
- transfer the software (except as permitted by this agreement);
- separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system;
- use the software for commercial software hosting services; or
- 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- i. **Included Microsoft Programs.** The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.
- j. **Updates.** The software periodically checks for system updates and may install 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.
- k. **Backup Copy.** You may make copies of the software solely for backup purposes. You may use it only to create instances of the software.
- l. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. Except for Windows Server Essentials, you may not use such versions of the software for commercial, non-profit, or revenue-generating activities.
 - i. **Preview.** You may choose to use preview, insider, beta or other pre-release versions of the software ("previews") that Microsoft may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, **previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.** Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support

services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

- ii. **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a production environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this agreement, **evaluation software is provided "AS IS" and no warranty, implied or express (including the Limited Warranty), applies to these versions.**

- iii. **NFR.** You may not sell software marked as "NFR" or "Not for Resale."

- iv. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software licensed as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, contact the Microsoft affiliate serving your country.

- v. **Windows Server Essentials.**

- A. Notwithstanding Section 3(d) above, you may run, at any one time:

- one instance of the server software in one physical operating system environment; and
 - one instance of the server software in one virtual operating system environment on the licensed server.

- B. If you run both permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to run hardware virtualization software or provide hardware virtualization services.

- C. You may install and use one instance, or two instances subject to subsection B above, of the server software on a licensed server. The software may only be used on a server with one central processing unit and up to 10 cores. Up to either 25 unique users or 50 unique devices may access and use the software at one time. Windows Server Remote Desktop Services (RDS) and Windows Server Active Directory Rights Management Services (RMS) are not licensed for use with Windows Server Essentials licenses.

- m. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

4. **Windows Server Client Access Licenses (CALs)**

a. **Types of CALs and Assignment**

There are two types of CALs: one for devices and one for users. You may use a combination of device and user CALs.

- i. **Device CAL.** Permits one device, used by any user, to access an instance of the server software on your licensed servers.
- ii. **User CAL.** Permits one user, using any device, to access an instance of the server software on your licensed servers.

Assignment. You must acquire and assign the corresponding version of the appropriate CAL to each device or user that directly or indirectly accesses your instances of the server software. A hardware partition or blade is considered to be a separate device.

Your CALs also permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version (e.g., under downgrade rights (see Section 5.b.)), you may also use CALs corresponding to that earlier version.

Reassignment. You may:

- reassign a CAL to another device or user, but not less than 90 days since the last reassignment of that same CAL, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user.
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

Exceptions. You do not need CALs for:

- any of your servers already licensed to run instances of the server software (i.e., for licensed server to access another licensed server);
- up to two devices or users to access your instances of the server software only to administer those instances;
- any instance running in a physical operating system environment used solely to:
 - run hardware virtualization software;
 - provide hardware virtualization services;
 - run software to manage and service operating system environments on the licensed server.
- any user or device that accesses a Web Workload.

Additional CALs. Some server software functionality requires additional CALs, some of which are listed below:

- Windows Server Remote Desktop Services: the corresponding version of the Windows Server Remote Desktop Services CAL.
- Windows Server Active Directory Rights Management Services: the corresponding version of the Windows Server Active Directory Rights Management Services CAL.

- b. Windows Server Remote Desktop Services.** In addition to a Windows Server CAL, you must acquire the corresponding version of Windows Server Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality, (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology), or (iii) accesses the

Multipoint Services functionality. For more information about Windows Server Remote Desktop Services CALs, visit (aka.ms/windowsrds).

- c. **Windows Server Active Directory Rights Management Services CALs.** In addition to a Windows Server CAL, you must acquire the corresponding version of Windows Server Active Directory Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server Active Directory Rights Management Services functionality.
- d. **Per Device, Per User or Per Server Modes.** The server software can be used in either "per device or per user" mode or "per server" mode. In "per device or per user" mode, you need a Windows Server CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In "per server" mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from "per server" to "per device or per user." If you do, you will retain the same number of Windows Server CALs.
- e. **Multiplexing.** Multiplexing or pooling to reduce direct connections with the software does not reduce the number of licenses of any type that you need.

5. **Additional Licensing Provisions.**

- a. **Transfer.** The provisions of this section do not apply if you acquired the software in Germany or in any of the countries listed on this site (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.
 - i. If you obtained the software from Microsoft, the first user of the software may transfer it, this agreement, and CALs directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
 - ii. If you obtained the software from a device manufacturer or installer, you may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses originally included with the server, and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.

Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

- b. **Downgrade Rights.** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the software for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle).

This agreement applies to your use of the earlier versions. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store, or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for all cores in the physical server in accordance with Section 3 of this agreement. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of these editions apply to your use of them. Neither the device manufacturer or installer, nor Microsoft, is obligated to supply earlier versions or other editions to you. At any time, you may replace an earlier version or edition with this version and edition of the software.

- c. Data Storage Technology.** The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
- d. 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.
- e. Icons, images, and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds, and media provided with the software are for your non-commercial use only.
- f. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- g. Third-Party Components.** The software may include third-party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.

Device Manufacturer or Installer. For software obtained from a device manufacturer or installer, the software may include third-party components that the device manufacturer or installer, not the third party, licenses to you under this agreement. Notices, if any, for the third-party components are included for your information only.
- h. Additional Notices.**
 - i. H.264/AVC, MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/AVC, MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1 AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER

ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C; SEE [AKA.MS/MPEGLA](https://aka.ms/MPEGLA).

- ii. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
6. **Privacy; Data Use.** Your privacy is important to us. Some of the software features send or receive information when using those features. Some of these features can be switched off in the user interface, or you can choose not to use them. Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement (aka.ms/privacy), and as may be described in the user interface associated with the software features.
7. **Activation and Validation.** You shall use the appropriate product key for activation and validation of the software. Your right to use the software after the time specified in the software may be limited unless it is activated. You are not licensed to continue using the software if it has unsuccessfully attempted to activate and you may not circumvent activation or validation. In either case, Internet, telephone, SMS, or other related service charges may apply.
8. **Trade Compliance.** You must comply with all relevant trade laws and regulations that apply to the software including, but not limited to, the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. and other governments. For further information on export restrictions, visit (aka.ms/exporting).
9. **Warranty, Disclaimer, Remedy, Damages and Procedures.**
 - a. **Limited Warranty.** Depending on how you obtained the software, Microsoft, or the device manufacturer or installer, warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of Microsoft, or the device manufacturer or installer. The limited warranty starts when the first user acquires the software, and lasts for one year if acquired from Microsoft, or for 90 days if acquired from a device manufacturer or installer. If you obtain updates or supplements directly from Microsoft during the 90-day term of the device manufacturer's or installer's limited warranty, Microsoft provides the limited warranty for those updates or supplements. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period if acquired from Microsoft, or for 90 days if acquired from a device manufacturer or installer, or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

- b. **Disclaimer.** Neither Microsoft, nor the device manufacturer or installer, gives any other express warranties, guarantees, or conditions. **Microsoft and the device manufacturer and installer exclude all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**
- c. **Limited Remedy.** If Microsoft, or the device manufacturer or installer, breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the device on which the software was preinstalled) for a refund of the amount paid, if any. The device manufacturer or installer (or Microsoft if you acquired them directly from Microsoft) may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.
- d. **Damages. Except for any repair, replacement, or refund that Microsoft, or the device manufacturer or installer, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory, recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages.** The damage exclusions and remedy limitations in this agreement apply even if repair, replacement, or a refund does not fully compensate you for any losses, if Microsoft, or the device manufacturer or installer, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. **If your local law allows you to recover damages from Microsoft, or the device manufacturer or installer, even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).**
- e. **Warranty and Refund Procedures.** For service or refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies if you acquired the software from Microsoft, or the device manufacturer's or installer's return policies if you acquired the software from a device manufacturer or installer. If you purchased stand-alone software, those return policies might require you to uninstall the software and return it to Microsoft. If you acquired the software pre-installed on a device, those return policies may require return of the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your

device) must remain affixed. Contact the device manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software. If you acquired the software from a retailer, contact Microsoft at:

- (i) United States and Canada. Via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit (aka.ms/nareturns).
- (ii) Europe, Middle East, and Africa. Via mail at Microsoft Ireland Operations Limited, Customer Care Centre, One Microsoft Place, South Country Business Park, Leopardstown, Dublin 18, Ireland; or the Microsoft affiliate serving your country (aka.ms/mssupport).
- (iii) Australia. Via telephone at 13 20 58; via mail at Microsoft Pty Ltd, 1 Denison Street, North Sydney NSW 2060 Australia.
- (iv) Other countries. Contact the Microsoft affiliate serving your country (aka.ms/mssupport).

10. Support.

- a. For software preinstalled on a device or provided with the device by the manufacturer.** 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).
- b. For software acquired from a retailer.** Microsoft provides limited support services for properly licensed software as described at (aka.ms/mssupport).

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, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of laws principles.

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

- a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the device manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies under the Australian Consumer Law guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

- (i) the provisions excluding and limiting warranties, guarantees, damages and remedies, and limiting duration of your rights under local laws in Section 9 headed **Warranty, Disclaimer, Remedy, Damages and**

Procedures do not apply to the Australian Consumer Law consumer guarantees and your rights and remedies under them;

- (ii) support and refund policies referred to in Sections 9.e and 10 are subject to the Australian Consumer Law;
- (iii) the Australian Consumer Law consumer guarantees apply to the preview software described in Section 3.l.i and the evaluation software described in Section 3.l.ii;
- (iv) our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this subsection, "goods" refers to the software for which Microsoft or the device manufacturer or installer provides the express warranty. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

b. Canada. You can choose to stop receiving updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

c. European Union. The academic use restriction in Section 3.l.(iv) above may not apply to you. Your use rights will be compliant with local laws, which are subject to change.

d. Germany and Austria.

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the device manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
- (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, guaranteed specification and fraudulently concealed defects, as well as, in case of death or personal or physical injury, the device manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the device manufacturer or installer, or Microsoft will only be liable for slight negligence if the device manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In these cases, Microsoft's liability is limited to typical and foreseeable damages. In other cases of slight negligence, the device manufacturer or installer or Microsoft will not be liable. The last sentence of Section 9.d limiting damages to the amount you paid for the software (or up to \$50 USD if you acquired the software for no charge) does not apply in Germany.

(iii) **Remedies.** In Germany, you may have remedies for breach of warranty that Section 9 headed **Warranty, Disclaimer, Remedy, Damages and Procedures** may not exclude.

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

13. Entire Agreement. This agreement, the terms that apply to any software supplements, updates, and services that you use (whether provided by the device manufacturer, installer or Microsoft), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the above linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Microsoft Privacy Statement (aka.ms/privacy)
- Additional software (aka.ms/additionalsoftware)
- Transferring software (aka.ms/transfer)
- Support lifecycle (aka.ms/windowslifecycle)
- Regional variations (aka.ms/variatioins)