

This Agreement has two parts. Part 1 applies only to Qualified Educational Users and Part 2 applies only to Qualified Administrators of an Educational Institution Email Domain.

Part 1: Qualified Educational Users

IF YOU LIVE IN THE UNITED STATES, SECTION 9 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH MICROSOFT. PLEASE READ IT.

Thank you for choosing Microsoft! This is an agreement between you and Microsoft Corporation (or based on where you live one of its affiliates) that describes your rights to use the software and services identified in section 2.1. For your convenience, we have phrased some of the terms of this Agreement in a question and answer format. You should read the entire agreement and the Exhibit A that follows and is incorporated by reference because all of the terms are important and together create a legal agreement (the "Agreement") that, once accepted by you, applies to you.

PLEASE BE ADVISED THAT IF YOU SIGN UP AND USE THE SERVICES WITH A DOMAIN ACCOUNT (I.E. YOUR QUALIFIED EDUCATIONAL INSTITUTION EMAIL ADDRESS), THE OWNER OF THE EMAIL DOMAIN (I.E. YOUR QUALIFIED EDUCATIONAL INSTITUTION) MAY SUBSEQUENTLY BE ABLE TO ASSUME CONTROL OF YOUR SERVICES ACCOUNT ("ACCOUNT") AND OBTAIN ACCESS TO YOUR DATA AND PRIOR NETWORK ACTIVITIES.

1. Qualified Educational Users, Qualified Educational Institutions and Qualified Administrator of an Educational Institution Email Domain.

1.1 Qualified Educational Users and Minimum Age Requirement. To qualify for the Office 365 Education Pro Plus Benefits for Students, Faculty and Staff Program ("Program") you must be a Qualified Educational User. Microsoft Qualified Educational Users are currently employed faculty and staff or registered current students age 13+ (age 14+ in Korea) at entities that meet the Microsoft Qualified Educational Institution definition for their applicable region ("Users"). Alumni are not eligible for the Program. "Alumni" means either Graduates, former Students, Faculty or Staff of the Institution. "Graduate" means a Student who has either (1) completed a grade or a level in a school or an educational institution that qualifies the Student for enrollment in a college or university, or (2) received a diploma or degree from a college or university.

If a controversy exists as to a User's eligibility, Microsoft retains the right to determine eligibility in its sole discretion.

1.2 Qualified Educational Institution. A Qualified Educational Institution has licensed Office Professional Plus or Office 365 ProPlus for all Faculty and Staff in its defined organization under Open Value Subscription – ES, Campus and School or an Enrollment for Education Solutions ("Qualified Educational Institution").

If a controversy exists as to an Educational Institution's eligibility, Microsoft retains the right to determine eligibility in its sole discretion.

1.3 Qualified Administrator of an Educational Institution Email Domain. By acting as an administrator of a Qualified Educational Institution email domain ("Admin") you attest that (i) you are authorized to act on behalf of the Qualified Educational Institution that is associated with the email domain used to sign-up Users for the Services and (ii) you have administrative control over that email domain sufficient to manage the User Accounts associated with such Qualified Educational Institution's email domain.

Each Qualified Educational Institution may have one Admin per email domain who is responsible for overseeing the use of, and monitoring the content posted to, the managed Services (described in Section 2.6).

If a controversy exists as to an Admin's eligibility, Microsoft retains the right to determine eligibility in its sole discretion.

2. Scope of Agreement, acceptance, and changes

- 2.1 What services are covered by this Agreement?** You can find a list of the Services covered by this Agreement linked here: <http://go.microsoft.com/fwlink/p/?LinkId=507541> which may be updated from time to time. We refer to these services, as well as other software, websites, and services that link to this Agreement collectively as the “Services.” You may use the Services only for school-related work and projects.
- 2.2 How do I accept this Agreement?** By using or accessing the Services, or by agreeing to these terms where the option is made available to you in the user interface, you agree to abide by this Agreement without modification by you. If you do not agree, you may not use the Services.
- 2.3 Can Microsoft change this Agreement after I have accepted it?** Yes. From time to time, Microsoft may change or amend these terms. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Services after the date the change becomes effective, you consent to the changed terms. If you do not agree to the changes, you must stop using the Services. Otherwise, the new terms will apply to you.
- 2.4 What types of changes to the Services can I expect?** We continuously work to improve the Services and may change the Services at any time. We may release the Services or their features in a beta version, which may not work correctly or in the same way the final version may work. From time to time we may stop providing portions of the Services. We may do so for example if it's no longer feasible for us to provide a Service, the technology advances, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make their material available, or external issues arise that make it imprudent or impractical to continue.
- 2.5 Do I need parental consent to accept this Agreement?** If you are under the age of “majority” where you live, you must have valid parent or legal guardian consent to be bound by the terms of this Agreement. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please do not create an Account before you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor that creates an Account, you accept this Agreement on the minor’s behalf and are responsible for all use of the Account or Services.
- 2.6 Managed and Unmanaged Services.**
- i. Users may sign-up for Services through a Qualified Educational Institution’s domain email address absent an Admin (unmanaged Services); in such case, Users are responsible for conducting themselves in accordance with this Agreement.
 - ii. From time to time, Users may be asked to confirm their Account on the Services via an email message containing a hyperlink to the User’s Qualified Educational Institution domain email address. If such domain email is not confirmed, the User’s Account will be removed and we will delete information or Content associated with that User’s Account or otherwise disassociate it from that User. We are under no obligation to return Content to a User whose account has been removed.
 - iii. In managed Services, an Admin has full control over Users’ Accounts associated with its Qualified Educational Institution’s domain email address and may delete the Content of one or more Users. When the Admin assumes control of unmanaged Services to establish managed Services, the Admin may terminate the Users’ access to the Services, and this Agreement no longer applies. As such, Users should regularly back-up their Content. Microsoft may inform Users that the Admin has assumed control but is under no obligation to do so.

Users must adhere to their particular Qualified Educational Institution's policies, guidelines, and procedures concerning the Content they post to any of the Services, whether under managed or unmanaged Services.

3. Content

- 3.1 Who owns my Content that I put on the Services?** You do, unless the Admin has assumed control of your Account as provided for in this Agreement. Some Services enable you to communicate with others and share or store various types of files, such as photos, documents, music and video. The contents of your communications and your files are your "Content" and, except for material that we license to you that may be incorporated into your own Content (such as clip art), we do not claim ownership of the Content you provide on the Services. Unless the Admin has assumed control of your Account, your Content remains your Content, and you are responsible for it. Users may delete their own User Content from the Services, so long as they are still a User of the Services.
- 3.2 Who can access my Content?** You have initial control over who may access your Content. However, if you share Content in public areas of the Services, through features that permit public sharing of Content, or in shared areas available to others you've chosen, you agree that anyone you have shared Content with may, for free, use, save, reproduce, distribute, display, and transmit that Content in connection with their use of the Services and other Microsoft, or its licensees', products and services. If you do not want others to have that ability, do not use the Services to share your Content. You represent and warrant that for the duration of this Agreement you have (and will have) all the rights necessary to the Content you upload or share on the Services and that the use of the Content, as contemplated in this section 3.2, won't violate any law. For managed Services Users the Admin controls your Content and access to the Services pursuant to section 2.6. Additionally, if the Admin has assumed control of your Account, your Admin and Qualified Educational Institution may have access to your Content.
- 3.3 What does Microsoft do with my Content?** When you transmit or upload Content to the Services, you are giving Microsoft the worldwide right, without charge, to use Content as necessary: to provide the Services to you, to protect you, and to improve Microsoft products and services. Microsoft uses and protects your Content as outlined in the Privacy Statement linked here: <http://go.microsoft.com/fwlink/?LinkID=511495> and the Yammer Privacy Statement linked here: <https://about.yammer.com/privacy/> (collectively the "Privacy Statements").
- 3.4 What type of Content or actions are not permitted?** In order to protect our customers and the Services, we have established this Code of Conduct governing the use of the Services. Content or actions that violate this Agreement are not permitted.
- i. Do not use the Services to do anything illegal.
 - ii. Do not engage in any activity that exploits, harms, or threatens to harm children.
 - iii. Do not send spam or use your Account to help others send spam. Spam is unsolicited bulk email, postings or instant messages.
 - iv. Do not publicly display inappropriate images (e.g. nudity, bestiality, pornography).
 - v. Do not engage in activity that is false or misleading (e.g. attempts to ask for money under false pretenses, impersonating someone else).
 - vi. Do not engage in activity that is harmful to the Services or others (e.g. viruses, stalking, hate speech, advocating violence against others).
 - vii. Do not infringe upon the rights of others (e.g. unauthorized sharing of copyrighted music, resale or other distribution of Bing maps, photographs and other Content).
 - viii. Do not engage in activity that violates the privacy of others.

In many cases Microsoft is alerted to violations of the Code of Conduct through customer complaints, but we may also deploy automated technologies to detect child pornography or abusive behavior that might harm the system, our customers or others. When investigating these matters, Microsoft or its agents may review Content in order to resolve the issue. This is in addition to the uses we describe in this Agreement and the Privacy Statements.

3.5 Can Microsoft remove my Content from the Services? Yes. Microsoft will remove, limit distribution of, or disable access to your Content if we determine it's in violation of this Agreement, we receive a complaint from another user, we receive a notice of intellectual property infringement, or other legal instruction for removal. We may also block delivery of a communication (like email or instant message) to or from the Services as part of our effort to protect the Services or our customers, or otherwise enforce the terms of this Agreement. Additionally, Users on Managed Services can have their access or Content removed by the Admin. The User should back-up their Content regularly.

4. Services cancellation

4.1 What happens if I do not abide by this Agreement, don't meet the qualifications, or Microsoft suspects fraud? If you violate this Agreement, don't meet the qualifications, or Microsoft suspects fraud, there are a range of actions we may take including removing your Content from the Services, suspending or cancelling your access to the Services, and/or referring such activity to appropriate authorities. Content that is deleted may be irretrievable.

4.2 Are there other ways I could lose access to the Services? Yes. (1) Microsoft may terminate the Program at any time for any reason, (2) Microsoft may terminate a User's access at any time for any reason, and (3) Microsoft may stop providing portions of the Services, in accordance with section 2.4 above. Additionally, if your Admin has assumed control of your Account, your Admin may modify or remove your access to the Services.

4.3 What happens if my Services are canceled or terminated? If your Services are canceled or terminated, your right to use the Services stops immediately and your license to use the software related to the Services ends. You must then uninstall that software, or, alternatively, we may disable it. **If any of your Services are canceled or terminated we will delete information or Content or will otherwise disassociate it from you. We are under no obligation to notify you or return Content to you.**

5. Privacy

Your privacy is important to us. We describe how we use and protect your Content and any information we collect from you in the Privacy Statements. They are important so please read them carefully. This Agreement incorporates the Privacy Statement by reference. By using the Services or agreeing to these terms, you consent to Microsoft's collection, use and disclosure of your Content and information as described in the following Privacy Statement <http://go.microsoft.com/fwlink/?LinkId=507380> and the Yammer Privacy Statement linked here: <https://about.yammer.com/privacy/>.

6. Services disruptions and backup

We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Microsoft isn't liable for any disruption or loss you may suffer as a result. You should regularly backup the Content that you store on the Services. Having a regular backup plan and following it can help you prevent loss of your Content. We make an effort to provide detailed service status at <http://status.live.com>.

7. Software and related Services

- 7.1 What terms govern the software that is part of the Services?** Unless accompanied by a separate license agreement, any software provided by us to you as part of the Services is subject to the terms of this Agreement. The software is licensed, not sold, and Microsoft reserves all rights to the software not expressly granted by Microsoft, whether by implication, estoppel, or otherwise. If this Agreement governs the website you are viewing, any third party scripts or code, linked to or referenced from this website, are licensed to you by the third parties that own such code, not by Microsoft.
- 7.2 How can I use the software that is provided as part of the Office Services?** We grant you the rights set forth in Exhibit A, but only if you comply with all the terms of this Agreement.
- 7.3 Are there things I can't do with the software or Services?** Yes. In addition to the other restrictions in this Agreement, you may not circumvent or bypass any technological protection measures in or relating to the software or Services or disassemble, decompile, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so; separate components of the software or Services for use on different devices; publish, copy, rent, lease, or lend the software or the Services; or transfer the software, any software licenses, or any rights to access or use the Services. You may not use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, Account, or network. You may not enable access to the Services by unauthorized third-party applications.
- 7.4 How is the software updated?** We may automatically check your version of the software. We may also automatically download updates to the software from time to time. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. Microsoft isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software.

8. Additional terms for Office Services and Bing Maps Bird's Eye imagery

- 8.1 Office Services media elements and templates.** If you use Office Services, you may have access to media images, clip art, animations, sounds, music, video clips, templates, and other forms of material ("media elements") provided with the software available on Office.com or as part of services associated with the software. Microsoft grants you a license to copy, distribute, perform and display media elements included with the Office Services in projects and documents, except that 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. Other media elements, which are accessible on other websites through some Office Services, are governed by the terms on those websites.
- 8.2 Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard.** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-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. REFER TO www.mpegla.com/index1.cfm.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

- 8.3 Bing Maps.** The Services or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

9. BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES

This section applies to any dispute **EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, YOUR LICENSORS', MICROSOFT'S, OR MICROSOFT'S LICENSORS' INTELLECTUAL PROPERTY RIGHTS.** The term "dispute" means any dispute, action, or other controversy between you and Microsoft concerning the Services or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

- 9.1 Notice of Dispute.** In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to **Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, U.S.A.** A form is available on the Legal and Corporate Affairs (LCA) website (<http://go.microsoft.com/fwlink/?LinkId=245499>). Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.
- 9.2 Small claims court.** You may also litigate any dispute in small claims court in your county of residence or King County, Washington, U.S.A. if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- 9.3 Binding arbitration.** **If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by individual binding arbitration governed by the Federal Arbitration Act ("FAA"). Class arbitrations are not permitted. You are giving up the right to litigate disputes in court before a judge or jury (or participate in court as a party or class member).** Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- 9.4 Class action waiver.** **Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.**
- 9.5 Arbitration procedure.** Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the Services for personal or

household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Services, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see www.adr.org or call 1-800-778-7879. To commence arbitration, submit the form available on the Legal and Corporate Affairs (LCA) website (<http://go.microsoft.com/fwlink/?LinkId=245497>) to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington, U.S.A. Microsoft agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. 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, and only to the extent required to satisfy your individual claim.

9.6 Arbitration fees and payments.

9.6.1 Disputes involving \$75,000 or less. Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Microsoft's last written settlement offer made before the arbitrator was appointed ("Microsoft's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Microsoft's last written offer, Microsoft will: (i) pay the greater of the award or \$1,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Microsoft agree on them.

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

9.6.3 Disputes involving any amount. In any arbitration you commence, Microsoft will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Microsoft commences, Microsoft will pay all filing, AAA, and arbitrator's fees and expenses. Microsoft won't seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

9.7 Conflict with AAA rules. This Agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

9.8 Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which section 9 applies must be filed within one year in small claims court (section 9.2) or in arbitration (section 9.3). The one-year period begins when the claim or Notice of Dispute first could be filed. If such a claim or dispute isn't filed within one year, it's permanently barred.

9.9 Rejecting future arbitration changes. You may reject any change Microsoft makes to section 9 (other than address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 9.1. If you do, the most recent version of section 9 before the change you rejected will apply.

9.10 Severability. If the class action waiver in section 9.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then section 9 won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of section 9 is found to be illegal or unenforceable, that provision will be severed with the remainder of section 9 remaining in full force and effect.

10. NO WARRANTIES

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

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

11. Limitation of Liability

If Microsoft breaches this Agreement, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, and vendors, direct damages up to USD\$10.00. **YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE.** These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as loss of Content; any virus affecting your use of the Services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, misrepresentation, omission, trespass, or other tort; violation of statute or regulation; or unjust enrichment. **Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.**

12. Microsoft contracting entity, court of venue, and applicable law – United States

If you live in (or, if you are a business, you are headquartered in) the United States, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A. The laws of the state where you live govern the interpretation of this Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to this Agreement or the Services that are heard in court (not arbitration and not small claims court).

13. Third-party websites, non-Microsoft products and third-party software components.

13.1 Third-Party websites. You may be able to access third-party websites or services via the Services. Microsoft isn't responsible for third-party websites, services, or material available through those third-party services. You are solely responsible for your dealings with third parties (including advertisers). Your use of third-party websites or services may be subject to that third party's terms and conditions.

13.2 Non-Microsoft Products. Microsoft may make Non-Microsoft Products available via the Services. If Customer installs or uses any Non-Microsoft Product the Services, you may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in this

Agreement. Microsoft assumes no responsibility or liability whatsoever for the Non-Microsoft Product. You are solely responsible for any Non-Microsoft Product that you install or use with the Services.

13.3 Third-party Software Components. The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to you under Microsoft's license terms and notices.

14. Digital Rights Management

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

15. Microsoft .NET Framework software

The software may contain Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

16. Survival

This section, and sections 5, 9 (for amounts incurred before the end of this Agreement), 10, 11, 12, 13, 20, and those that by their terms apply after it ends will survive any termination or cancellation of this Agreement.

17. Assignment and transfer

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

18. Notices

You consent to Microsoft providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you signed up for the Services. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services. You may notify Microsoft as stated in customer support for the Services.

19. Contract interpretation

This is the entire Agreement between you and Microsoft for your use of the Services. It supersedes any prior agreements between you and Microsoft regarding your use of the Services. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won't change. Section 9.10 says what happens if parts of section 9 (arbitration and class action waiver) are found to be illegal or unenforceable. Section 9.10 prevails over this section if inconsistent with it.

20. No third-party beneficiaries

This Agreement is solely for your and our benefit. It isn't for the benefit of any other person, except for Microsoft's successors and assigns.

21. Font components

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

22. Support

Customer email support for Bing and Bing clients is available at Bing Support (<https://support.discoverbing.com>). Limited customer support for Office 365 ProPlus is available at office.com/support (help/how to) and at support.microsoft.com/ph/13615 (technical support).

23. Export restrictions

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

NOTICES

Notices and procedure for making claims of intellectual property infringement. Microsoft respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting [Notices of Infringement](https://www.microsoft.com/info/cpyrtInfrg.aspx) (<https://www.microsoft.com/info/cpyrtInfrg.aspx>). **ALL INQUIRIES NOT RELEVANT TO THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.**

Microsoft uses the process set out in Title 17, United States Code, Section 512(c)(2) to respond to notices of copyright infringement. In appropriate circumstances, Microsoft may also disable or terminate Accounts of Users of Microsoft services who may be repeat infringers.

Notices and procedures regarding intellectual property concerns in advertising. Please review our Intellectual Property Guidelines (<http://go.microsoft.com/fwlink/?LinkID=243207>) regarding intellectual property concerns on our advertising network.

Copyright and trademark notices. All portions of the Services are Copyright © 2013 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, WA 98052, U.S.A. All rights reserved. We or our suppliers own the title, copyright, and other intellectual property rights in the Services and its content. Microsoft and the names, logos, and icons of all Microsoft products, software, and services may be either [trademarks or registered trademarks of Microsoft](#) in the United States and/or other countries. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in this Agreement are reserved. Certain software used in certain Microsoft website servers is based in part on the work of the Independent JPEG Group. Copyright © 1991-1996 Thomas G. Lane. All rights reserved. "gnuplot" software used in certain Microsoft website servers is copyright © 1986-1993 Thomas Williams, Colin Kelley. All rights reserved.

Part 2: Qualified Administrator of an Educational Institution Domain

1. Admin Assumption of Control – Managed Services

If you qualify as Admin and assuming control of the User Accounts associated with the Qualified Education Institution domain, then the Qualified Education Institution will be responsible for the User Accounts going forward. You must meet the qualifications in 1.3 of Part 1 and have authority to enter into this Agreement on behalf of the Educational Institution. Educational Institution is obligated to comply with applicable laws and notify users of data privacy uses.

2. **Part 1 Clauses Incorporated Into Part 2 By Reference.** The following sections in Part 1 apply to the Admin: Sections 1, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, 22 and 23. No other sections in Part 1 apply to the Admin.
 3. **EXHIBIT A TO OFFICE 365 EDUCATION PRO PLUS BENEFITS FOR STUDENTS, FACULTY AND STAFF PROGRAM AGREEMENT**
-

You can find a list of the Office Services covered by this Agreement linked

here: <http://go.microsoft.com/fwlink/p/?LinkId=507541>

How can I use the software that is provided as part of the Office Services? We do not sell our software or your copy of it—we only license it. Under our license we grant you as a User the right to install and run that one copy of the software for use of the Office Services on each of five PCs/Macs and five tablets (each a “licensed device”), for use only by you, but only if you comply with all the terms of this Agreement. Only one person at a time may use the software on each licensed device. The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. This license is for direct use of the software only through the input mechanisms of the licensed device, such as a keyboard, mouse, or touchscreen. It does not give permission for installation of the software on a server or for use by or through other devices connected to the server over an internal or external network. The software also is not licensed for commercial hosting.

How long can I use the software? Your right to use the service/software is limited to the period you qualify as a Qualified Educational User as described in Section 1.1.

Can I assign or transfer the software to another device or user? License transfers are not permitted. You may assign the software license to another device in accordance with the above installation and use rights.