

## **MICROSOFT SOFTWARE LICENSE AGREEMENT**

### **MICROSOFT OFFICE 2013 DESKTOP APPLICATION SOFTWARE**

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#### **RETAIL LICENSE TERMS**

Thank you for choosing Microsoft Office 2013. This is a license agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates) that describes your rights to use the Office 2013 software. For your convenience, we've organized this agreement into two parts. The first part includes introductory terms; the Additional Terms and Limited Warranty follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window. **THE ADDITIONAL TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU LIVE IN THE UNITED STATES, THESE AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH MICROSOFT, AND YOU SHOULD READ THEM CAREFULLY.**

**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 FOR INTERNET-BASED FEATURES OF THE SOFTWARE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SOFTWARE OR FEATURES.** Instead, you should return it to the retailer or other place where you purchased the software license, for a refund or credit.

**How can I use the software?** We do not sell our software or your copy of it – we only license it. Under our license we grant you the right to install and run that one copy on one computer (the licensed computer) for use by one person at a time, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer. Please refer to the Additional Terms for licenses and conditions that are specific to certain countries, Limited Rights Versions and Special Editions of the software. The components of the software are licensed as a single unit. You may not separate or virtualize the components and install them on different computers. The software may include more than one version, such as 32-bit and 64-bit, and you may install and use only one version at a time. Except for the permitted use described under "Remote Access" below, this license is for direct use of the software only through the input mechanisms of the licensed computer, 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 computers or devices connected to the server over an internal or external network. The software also is not licensed for commercial hosting. For more information on multiple user scenarios and virtualization, see the Additional Terms.

**How do I obtain a backup copy?** You may order or download a backup copy of the software from [microsoft.com/office/backup](http://microsoft.com/office/backup). You may not distribute the backup copy of the software. You may use it only to reinstall the software on the licensed computer.

**Can I transfer the software to another computer or user?** You may not transfer the software to another computer or user. You may transfer the software directly to a third party only as installed on the licensed computer, with the Certificate of Authenticity label and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

**How does Internet activation work?** Activation associates the use of the software with a specific computer or device. During activation, the software will automatically contact Microsoft or its affiliate to confirm the license is associated with the licensed computer. This process is called "activation." Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, **you have no right to use the software after the time permitted for activation and you may not bypass or circumvent activation.** If you have not entered a product key during the time permitted for activation, most features of the software will stop running.

**Does the software collect my personal information?** If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

**How do we use your information?** Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our Privacy Statement at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](https://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033).

**What does this agreement apply to?** This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them.

**Are there things I'm not allowed to do with the software?** Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. 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 any service, data, account or network, in an unauthorized manner.

**What about upgrading or converting the software?** If you install the software covered by this agreement as an upgrade or conversion to your existing software, then the *upgrade or conversion replaces the original software that you are upgrading or converting from*. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

## **ADDITIONAL TERMS**

### **A. LICENSE RIGHTS AND MULTI USER SCENARIOS**

1. **Computer.** In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.
2. **Multiple or Pooled Connections.** You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
3. **Use in a Virtualized Environment.** If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the

physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

4. Remote access: The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

## **B. BINDING ARBITRATION AND CLASS ACTION WAIVER**

1. Application. This Section B applies to any dispute **EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS**. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) 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.

2. 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 of 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. A form is available at [go.microsoft.com/fwlink/?linkid=245499](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 e-mail 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.

3. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, 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.

4. **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 BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.** Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

5. **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 PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.**

6. Arbitration Procedure, Costs, Fees and Incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see [adr.org](http://adr.org) or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You and Microsoft agree to the terms governing procedures, fees

and incentives at [go.microsoft.com/fwlink/?LinkId=261245](http://go.microsoft.com/fwlink/?LinkId=261245). To commence arbitration, submit the form available at [go.microsoft.com/fwlink/?linkid=245497](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. Microsoft agrees to commence arbitration only in your county of residence.

7. **Claims or Disputes Must be Filed Within One Year.** To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

8. **Severability.** If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not 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 B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.

### **C. CHOICE OF LAW**

The laws of the state or country where you live govern all claims and disputes under 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. If you acquired the software in any other country, the laws of that country apply. 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 whom 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.

### **D. ACTIVATION**

1. **More on How Activation Works.** During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see [microsoft.com/piracy/activation.msp](http://microsoft.com/piracy/activation.msp). If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.

2. **Re-activation.** Some changes to your computer components or the software may require re-activation of the software.

3. **Activation Failure.** During online activation, if the licensing or activation functions of the software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.

4. **Updates and Upgrades.** You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see [howtotell.com](http://howtotell.com).

### **E. INTERNET-BASED FEATURES; PRIVACY**

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Office 2013 Privacy Statement, at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033). Some Internet-based features may be delivered at a later date via Microsoft's Update service.

1. Consent for Internet-Based Services. The software features described below and in the Office 2013 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2013 Privacy Statement at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033). **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

2. Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see [microsoft.com/products/ceip/EN-US/privacypolicy.aspx](http://microsoft.com/products/ceip/EN-US/privacypolicy.aspx).

3. Online Features and Content. Features in the software can retrieve online content from Microsoft and provide it to you. Certain features may also permit you to search for and access information online. Examples of these features include clip art, templates, online training, online assistance and help, and Outlook Weather on the Calendar. If you save a template provided by Office.com, information will be sent online to Microsoft, such as information that identifies the template, but not any specific document you have created using the template. This information is used to provide you with content you request and to improve our services. You may choose not to use these online features and content. See the Office 2013 Privacy Statement linked at the end of this agreement for more information.

4. Cookies. If you choose to use online features in the software, such as online assistance and help, and templates, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Office 2013 Privacy Statement linked at the end of this agreement.

5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software's online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in SkyDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

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

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

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

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

10. Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time, and you may need to reconnect to Microsoft periodically to update this feature. For more information, go to [o15.officeredir.microsoft.com/r/rlidIRMHelp?clid=1033](http://o15.officeredir.microsoft.com/r/rlidIRMHelp?clid=1033). You may choose not to use this feature.

11. Office Roaming Service. If you choose to sign into the software with your Microsoft account, you turn on the Office Roaming Service. Turning on the Office Roaming Service sends certain settings (including your list of Most Recently Used Documents, your custom dictionary, and your visual themes) online to Microsoft servers, where they are stored and downloaded to your computer the next time you sign into the service with your Microsoft account. For more information about the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

## **F. PROOF OF LICENSE**

1. Genuine proof of license. If you acquired the software in a physical package, your proof of license is the genuine Microsoft Certificate of Authenticity label with the accompanying genuine product key, and your proof of purchase. If you acquired and downloaded the software online, your proof of license is the genuine Microsoft product key or PIN for the software that you received with your purchase, and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. Proof of purchase may be subject to verification by your merchant's records.

2. Upgrade or Conversion License. If you upgrade or convert the software, your proof of license is

- the genuine proof of license for the earlier version of the software you upgraded or converted from; and
- the genuine proof of license for the later version of the software you upgraded or converted to.

To identify genuine Microsoft software, see [howtotell.com](http://howtotell.com).

## **G. LIMITED RIGHTS VERSIONS**

Some versions of the software, like Not for Resale and Academic or University Edition software, are distributed for limited purposes. You may not sell software marked as "NFR" or "Not for Resale," and you must be a Qualified Educational User to use software marked as "University," "Academic Edition" or "AE". If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit [microsoft.com/education](http://microsoft.com/education) or contact the Microsoft affiliate serving your country for more information. Academic or University software may not be used for commercial, non-profit, or revenue-generating activities.

## **H. HOME AND STUDENT SOFTWARE**

"Home and Student" edition software may not be used for commercial, non-profit, or revenue-generating activities.

## **I. JAPAN**

If you live in Japan or acquired the software while you lived in Japan, we grant you the following rights under our licenses:

1. "PIPC." For software marked as "PIPC," you may install and run one copy of the software on one licensed computer, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer.

2. Editions other than PIPC. You may install and run one copy of the software on one licensed computer (the first licensed computer), but only if you comply with all the terms of this agreement. Provided that you comply with all the terms of this agreement, you may install another copy of the software on a second licensed computer for use by the primary user of the first licensed computer. You may make a single copy of the software for backup purposes, and use that backup copy as described below. You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement. To make that transfer, you must transfer the original media, the Certificate of Authenticity, the product key and the proof of purchase directly to that other person, without retaining any copies of the software. You may use the backup copy we allow you to make or the media that the software came on to transfer the

software. Anytime you transfer the software to a new computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers.

The non-commercial use restrictions for Academic, University or Home and Student Edition software do not apply to you if you live in Japan or acquired the software while you lived in Japan.

#### **J. MILITARY APPRECIATION SOFTWARE**

You must be a "Qualified Military User" to license software marked as "Military Appreciation" edition. To be a Qualified Military User, in the United States of America, you must be an authorized patron of the Armed Services Exchanges in accordance with applicable U.S. Federal statutes and regulations. The Military Appreciation edition software is not licensed for use in any commercial, non-profit, or revenue-generating activities.

#### **K. CANADIAN FORCES SOFTWARE**

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

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

The Canadian Forces edition software is not licensed for use in any commercial, non-profit, or revenue-generating activities.

#### **L. HOME USE PROGRAM SOFTWARE**

You must be a "Home Use Program User" to use software marked as "Home Use Program." To be a Home Use Program User, you must be both:

- an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
- the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.

#### **M. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS**

1. Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. Font Components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.
3. Media Elements. Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software in projects and documents, except that you may not: (i) sell, license or distribute copies of any 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 Office.com or on other websites through features of the software, are governed by the terms on those websites.
4. Language Packs and Proofing Tools. If you acquire a language pack, language interface pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs, language interface packs and proofing tools are a part of the software and may not be used separately.
5. Trial and Conversion. Some or all of the software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. **TRIAL SOFTWARE IS LICENSED "AS-IS," AND 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.**
6. Subscription Software. If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running.

## **N. GEOGRAPHIC AND EXPORT RESTRICTIONS**

If there is a geographic region indicated on your software packaging, 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 [go.microsoft.com/fwlink/?LinkId=141397](http://go.microsoft.com/fwlink/?LinkId=141397) and [microsoft.com/exporting](http://microsoft.com/exporting).

## **O. SUPPORT AND REFUND PROCEDURES**

Microsoft provides limited support services for properly licensed software as described at [support.microsoft.com/common/international.aspx](http://support.microsoft.com/common/international.aspx).

If you are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See [microsoft.com/worldwide](http://microsoft.com/worldwide), or in North America, call (800) MICROSOFT or see [microsoft.com/info/nareturns.htm](http://microsoft.com/info/nareturns.htm).



## **P. ENTIRE AGREEMENT**

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), 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 (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to the software Help screen and clicking on the Microsoft Software License Terms link or going to [microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx](https://microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx). You can also review the terms at any of the links in this agreement by typing the URLs into your browser address bar, and you agree to do so. You agree that for each service that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you accept this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](https://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033) (Office 2013 Privacy Statement)
- [go.microsoft.com/fwlink/?LinkId=261245](https://go.microsoft.com/fwlink/?LinkId=261245) (Arbitration Procedure)

## **RETAIL LIMITED WARRANTY**

**Does Microsoft provide a LIMITED WARRANTY for the software? Yes, other than for trial software, which is licensed "as-is" and without express warranties, guarantees and conditions.** Microsoft 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, or that arise when you fail to follow our instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user of your copy of the software acquires that copy, and lasts for one year. 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 or for 30 days, whichever is longer. Transferring the software will not extend the term of the limited warranty. Microsoft gives no other express warranties, guarantees, or conditions.

**MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IF YOUR LOCAL LAW DOES NOT ALLOW MICROSOFT'S 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 THAT ARE DESCRIBED IN THIS AGREEMENT.** A section near the end of this agreement explains how you can make a claim under the limited warranty.

**For Australia only: 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.**

**What if Microsoft breaches its warranty?** If Microsoft breaches its limited warranty, your only remedy is the repair or replacement of the software. We also have the option to refund to you the price you paid for the software instead of repairing or replacing it. Prior to refund, **you must uninstall the software and return it to Microsoft with proof of purchase.**

**What if Microsoft breaches any part of this agreement? IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES FROM MICROSOFT, YOU CAN RECOVER ONLY DIRECT DAMAGES UP TO THE AMOUNT THAT YOU PAID FOR THE SOFTWARE. YOU MAY NOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.** The damage exclusions and limitations in this agreement apply even if repair, replacement or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. **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 OTHER DAMAGES FROM MICROSOFT EVEN THOUGH WE DO NOT, YOU CANNOT RECOVER MORE THAN YOU PAID FOR THE SOFTWARE.**

## **WARRANTY PROCEDURES**

You need proof of purchase for service under the limited warranty.

1. **United States and Canada.** For limited warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit [microsoft.com/info/nareturns.htm](http://microsoft.com/info/nareturns.htm).
2. **Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes the limited warranty. To make a claim under the limited

warranty, you must contact either Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or the Microsoft affiliate serving your country (see [microsoft.com/worldwide](https://microsoft.com/worldwide)).

3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.

4. Other Countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (see [microsoft.com/worldwide](https://microsoft.com/worldwide)).

## **OEM LICENSE TERMS**

Thank you for choosing a computer preinstalled with Microsoft Office 2013. This is a license agreement between you and the computer manufacturer or software installer that distributes the Microsoft Office 2013 software with the computer. This agreement describes your rights to use the Office 2013 software. For your convenience, we've organized this agreement into two parts. The first part includes introductory terms; the Additional Terms and Limited Warranty follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window. **THE ADDITIONAL TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU LIVE IN THE UNITED STATES, THESE AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH THE MANUFACTURER OR INSTALLER, OR WITH MICROSOFT, AND YOU SHOULD READ THEM CAREFULLY.**

**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 FOR INTERNET-BASED FEATURES OF THE SOFTWARE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SOFTWARE OR FEATURES.** Instead, you may contact the manufacturer or installer to determine its return policy and return the software or computer 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 computer on which the software is installed for a refund or credit.

**How can I use the software?** The software is licensed, not sold. Under this agreement we grant you the right to run one copy only on the computer with which you acquired the software (the licensed computer) for use by one person at a time, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer. Please refer to the Additional Terms for licenses and conditions that are specific to certain countries, Limited Rights Versions and Special Editions of the software. The components of the software are licensed as a single unit. You may not separate or virtualize the components and install them on different computers. The software may include more than one version, such as 32-bit and 64-bit, and you may use only one version at a time. Except for the permitted use described under "Remote Access" below, this license is for direct use of the software only through the input mechanisms of the licensed computer, 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 computers or devices connected to the server over an internal or external network. The software also is not licensed for commercial hosting. For more information on multiple user scenarios and virtualization, see the Additional Terms.

**How do I obtain a backup copy?** You may order or download a backup copy of the software from [microsoft.com/office/backup](http://microsoft.com/office/backup). You may not distribute the backup copy of the software. You may use it only to reinstall the software on the licensed computer.

**Can I transfer the software to another computer or user?** You may not transfer the software to another computer or user. You may transfer the software directly to a third party only as installed on the licensed computer, with the Certificate of Authenticity label, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

**How does Internet activation work?** Activation associates the use of the software with a specific computer or device. During activation, the software will automatically contact Microsoft or its affiliate to confirm the license is associated with the licensed computer. This process is called "activation." Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, **you have no right to use the software after the time permitted for activation and you may not bypass or circumvent activation.** If you have not entered a product key during the time permitted for activation, most features of the software will stop running.

**Does the software collect my personal information?** If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

**How does Microsoft use your information?** Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve its products and services. In certain circumstances, Microsoft also shares it with others. For example, Microsoft shares error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that Microsoft may use and disclose the information as described in Microsoft's Privacy Statement at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033).

**What does this agreement apply to?** This agreement (including any printed-paper license terms that accompany the software) applies to the software, the media on which you received the software (if any), and any Microsoft updates, supplements, and services for the software, unless other terms come with them.

**Are there things I'm not allowed to do with the software?** Yes. Because the software is licensed, not sold, the manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. 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 any service, data, account or network, in an unauthorized manner.

**What about upgrading or converting the software?** If you install the software covered by this agreement as an upgrade or conversion to the existing software you acquired with the licensed computer, then the *upgrade or conversion replaces the original software that you are upgrading or converting from*. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

## **ADDITIONAL TERMS**

### **A. LICENSE RIGHTS AND MULTI USER SCENARIOS**

1. **Computer**. In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.
2. **Multiple or Pooled Connections**. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
3. **Use In a Virtualized Environment**. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to use only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

4. Remote Access: The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

## **B. BINDING ARBITRATION AND CLASS ACTION WAIVER**

1. Application. This Section B applies to any dispute **EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, THE MANUFACTURER'S OR INSTALLER'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS**. Dispute means any dispute, action, or other controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software (including its price) 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.

2. Notice of Dispute. In the event of a dispute, you or the manufacturer or installer must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. Send it by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. The manufacturer or installer will send any Notice of Dispute to your U.S. Mail address if available, or otherwise to your e-mail address. You and the manufacturer or installer 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 the manufacturer or installer may commence arbitration.

3. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or the manufacturer's or installer's principal place of business, 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.

4. **BINDING ARBITRATION. IF YOU AND THE MANUFACTURER OR INSTALLER, OR 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 BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.** Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

5. **CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU, THE MANUFACTURER OR INSTALLER, NOR MICROSOFT, WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.**

6. 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 software 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 software, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. 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. For more information, see [adr.org](http://adr.org) or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the manufacturer's or installer's principal place of business. The manufacturer or installer agrees to commence arbitration only in your county of residence. 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.

#### 7. Arbitration Fees and Incentives.

i. Disputes Involving \$75,000 or Less. The manufacturer or installer will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject the manufacturer's or installer's last written settlement offer made before the arbitrator was appointed ("last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than the last written offer, the manufacturer or installer will give you three incentives: (1) pay the greater of the award or \$1,000; (2) pay twice 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.

ii. Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

iii. Disputes Involving Any Amount. In any arbitration you commence, the manufacturer or installer 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 the manufacturer or installer commences, it will pay all filing, AAA, and arbitrator's fees and expenses. It will not 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.

8. Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

9. Severability. If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not 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 B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.

10. Third-Party Beneficiary. Microsoft Corporation is not a party to this agreement but is a third-party beneficiary of your and the manufacturer's or installer's agreement to resolve disputes through informal negotiation and arbitration. If your dispute is with Microsoft, Microsoft agrees to do everything the manufacturer or installer agrees to do in Section B, and you agree to do everything regarding Microsoft that Section B requires you to do regarding the manufacturer or installer. Mail a Notice of Dispute with Microsoft to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

#### **C. CHOICE OF LAW**

The laws of the state or country where you live govern all claims and disputes under 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. If you acquired the software in any other country, the laws of that country apply. 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 whom 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.

#### **D. ACTIVATION**

1. More on How Activation Works. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see [microsoft.com/piracy/activation.msp](http://microsoft.com/piracy/activation.msp). If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.
2. Re-activation. Some changes to your computer components or the software may require re-activation of the software.
3. Activation Failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.
4. Updates and Upgrades. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see [howtotell.com](http://howtotell.com).

#### **E. INTERNET-BASED FEATURES; PRIVACY**

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer on which the software is installed. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Office 2013 Privacy Statement, at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033). Some Internet-based features may be delivered at a later date via Microsoft's Update service.

1. Consent for Internet-Based Services. The software features described below and in the Office 2013 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2013 Privacy Statement at [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033). **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.
2. Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see [microsoft.com/products/ceip/EN-US/privacypolicy.msp](http://microsoft.com/products/ceip/EN-US/privacypolicy.msp).
3. Online Features and Content. Features in the software can retrieve online content from Microsoft and provide it to you. Certain features may also permit you to search for and access information online. Examples of these features include clip art, templates, online training, online assistance and help, and Outlook Weather on the Calendar. If you save a template provided by Office.com, information will be sent online to Microsoft, such as information that identifies the template, but not any specific document you have created using the template. This information is used to provide you with content you request and to improve our services. You may choose not to use these online features and content. See the Office 2013 Privacy Statement linked at the end of this agreement for more information.



4. Cookies. If you choose to use online features in the software, such as online assistance and help, and templates, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Office 2013 Privacy Statement linked at the end of this agreement.

5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software's online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in SkyDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

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

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

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

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

10. Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time, and you may need to reconnect to Microsoft periodically to update this feature. For more information, go to [o15.officeredir.microsoft.com/r/rlidIRMHelp?clid=1033](http://o15.officeredir.microsoft.com/r/rlidIRMHelp?clid=1033). You may choose not to use this feature.

11. Office Roaming Service. If you choose to sign into the software with your Microsoft account, you turn on the Office Roaming Service. Turning on the Office Roaming Service sends certain settings (including your list of Most Recently Used Documents, your custom dictionary, and your visual themes) online to Microsoft servers, where they are stored and downloaded to your computer the next time you sign into the service with your Microsoft account. For more information about the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

## **F. PROOF OF LICENSE**

The elements of a valid license include a genuine product key, successful activation of the software, a genuine Microsoft Certificate of Authenticity (COA) label, and a proof of purchase from a supplier of genuine Microsoft software. A valid license also includes an Office activation file installed on the computer by your manufacturer. If there is a COA or other Office label, it must be affixed to the computer or appear on the manufacturer's or installer's packaging or peripherals when purchased. If you receive an authenticity label separate from your computer, it does not establish proof of license.

To identify genuine Microsoft software, see [howtotell.com](http://howtotell.com).

## **G. HOME AND STUDENT SOFTWARE**

"Home and Student" edition software may not be used for commercial, non-profit, or revenue-generating activities.

## **H. JAPAN**

The non-commercial use restrictions for Home and Student edition software do not apply to you if you live in Japan or acquired the software while you lived in Japan.

## **I. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS**

1. Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.
2. Font Components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.
3. Media Elements. Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software in projects and documents, except that you may not: (i) sell, license or distribute copies of any 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 Office.com or on other websites through features of the software, are governed by the terms on those websites.
4. Language Packs and Proofing Tools. If you acquire a language pack, language interface pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs, language interface packs and proofing tools are a part of the software and may not be used separately.
5. Trial and Conversion. Some or all of the software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. **TRIAL SOFTWARE IS LICENSED "AS-IS," AND YOU BEAR THE RISK OF USING IT. NEITHER THE MANUFACTURER OR INSTALLER NOR MICROSOFT GIVES ANY 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, THE MANUFACTURER OR INSTALLER AND MICROSOFT EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
6. Subscription Software. If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running.

## **J. GEOGRAPHIC AND EXPORT RESTRICTIONS**

If your software is restricted to 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 [go.microsoft.com/fwlink/?LinkId=141397](http://go.microsoft.com/fwlink/?LinkId=141397) and [microsoft.com/exporting](http://microsoft.com/exporting).

## **K. SUPPORT AND REFUND PROCEDURES**

For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services as described at [support.microsoft.com/common/international.aspx](http://support.microsoft.com/common/international.aspx). If you are using software that is not properly licensed, you will not be entitled to receive support services.

If you are seeking a refund, contact the manufacturer or installer to determine its return policy for a refund or credit. You must comply with that policy, which might require you to return the software with the entire computer on which the software is installed for a refund.

## **L. ENTIRE AGREEMENT**

This agreement (together with printed-paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), 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 (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement by going to [microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx](http://microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx). You can also review the terms at any of the links in this agreement by typing the urls into your browser address bar, and you agree to do so. You agree that for each service that is governed by this agreement and the specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you accept this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you are:

- [r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033](http://r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033) (Office 2013 Privacy Statement)

## **OEM LIMITED WARRANTY**

**Is there a LIMITED WARRANTY for the software? Yes, other than for trial software, which is licensed "as-is" and without express warranties, guarantees and conditions.** The manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-day term of this limited warranty, Microsoft, and not the manufacturer or installer, provides this limited warranty for them. This limited warranty does not cover problems that you cause, or that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of the manufacturer or installer, or Microsoft. This limited warranty starts when the first user of your copy of the software acquires that copy, and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from the manufacturer or installer, or Microsoft, during that 90-day period are also covered, but only for the remainder of that period or for 30 days, whichever is longer. Transferring the software will not extend the term of this limited warranty. The manufacturer or installer and Microsoft give no other express warranties, guarantees, or conditions. **THE MANUFACTURER OR INSTALLER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES, 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 THIS 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 that are described in this agreement.**

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