

SUPPLEMENT TO MICROSOFT SERVICES AGREEMENT
MICROSOFT OFFICE 365 CONSUMER SUBSCRIPTION SERVICE AND SOFTWARE:
MICROSOFT OFFICE 365 HOME
MICROSOFT OFFICE 365 UNIVERSITY
MICROSOFT OFFICE 365 PERSONAL

Thank you for choosing a Microsoft Office 365 Consumer Subscription. Your use of the Office 365 Consumer Subscription service and software is governed by the terms and conditions of the Microsoft Services Agreement you agreed to when you signed up for a Microsoft Account (formerly known as Windows Live ID) and the terms and conditions of this Supplement, which with other terms contained in web links listed in this Supplement are an agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates). A separate license may be presented when installing or using the software on a licensed device, and that separate license controls to the extent of any conflict with this Supplement. For your convenience, we've organized this Supplement into two parts. The first part includes introductory terms; the Additional Terms follow and contain greater detail. You should review this entire Supplement, including any linked terms, because all of the terms are important and create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window. In the event of any conflict between the Microsoft Services Agreement and this Supplement, this Supplement will govern as to your use of an Office 365 Consumer Subscription.

BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE/SERVICE, 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/SERVICE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SERVICE OR SOFTWARE.

How can I use the software that is provided as part of the service? 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 of the software on one licensed device (the first licensed device) for use by one person at a time, but only if you comply with all the terms of this Supplement. The user whose Microsoft account is associated with the software license for the first licensed device is the “licensed subscriber.” Provided that you comply with all the terms of this Supplement, you may install and run copies of the software on licensed devices (including on the first licensed device) as follows:

Office 365 Home: On five PCs/Macs and five tablets, for use only by members of the same household as the licensed subscriber.¹

Office 365 University: On one PC/Mac or tablet and one additional PC/Mac or tablet, for use only by the licensed subscriber.²

Office 365 Personal: On one PC/Mac and one tablet, for use only by the licensed subscriber.¹

¹ Please refer to the Additional Terms for qualifications and requirements that apply to “Military” and “Canadian Forces” subscriptions.

² Please refer to the Additional Terms for qualifications and requirements that apply to “Qualified Educational Users.”

Only one person at a time may use the software on each licensed device. The service/software may not be used for commercial, non-profit, or revenue-generating activities. 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. 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 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. For more information on multiple user scenarios and virtualization, see the Additional Terms.

How long can I use the software? Your right to use the service/software is limited to the subscription period. You may have the option to extend your subscription. If you extend your subscription, you may continue using the service/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 service and software will stop running.

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. Anytime you assign the software license to a new device, the software will no longer run on the prior device.

How does Internet activation work? Activation associates the use of the service/software with a specific device. Activation is required for each licensed device to which a software license is assigned. During activation, the software will automatically contact Microsoft or its affiliate to confirm that the license is associated with the licensed device. 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 service and 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 service and software will stop running.

Does the software collect my personal information? If you connect your device to the Internet, some features of the service or 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 service and software features to upgrade or fix the service and software and otherwise personalize the user experience or improve our products and services. We may use this information we collect to identify and contact you. In certain circumstances, we also share it with others to improve our products and services. 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.

ADDITIONAL TERMS

A. LICENSE RIGHTS AND MULTI USER SCENARIOS

1. **Device.** In this agreement, “device” means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the software. A hardware partition or blade is considered to be a device.
2. **Multiple or pooled connections.** You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple devices to access or use the software indirectly through the licensed device.
3. **Use in a virtualized environment.** If you use virtualization software, including client hyper-v, to create one or more virtual devices on a single computer hardware system, each virtual device, and the physical device, is considered a separate device for purposes of this agreement. This license allows you to install only one copy of the software for use on each licensed device permitted under the installation and use rights above, whether that device is physical or virtual. If you want to virtualize the software, 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 licensed subscriber 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. ACTIVATION

1. More on how activation works. During activation, the software will send information about the software and your device to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information about activation, see microsoft.com/piracy/activation.msp. If the licensed device is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet. Internet service charges may apply.

2. Re-activation. Some changes to your device 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.

C. INTERNET-BASED FEATURES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) device information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Office 2013 Privacy Statement, at 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. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

2. Office Personalization Experience Program (OPEP). You have the option of joining OPEP. If you join, OPEP automatically sends Microsoft information about your hardware and how you use this software and our services. We collect this information to identify trends and usage patterns so that we can personalize your experience and improve Office software and services. We may use the information collected to identify and contact you. OPEP will also periodically download a small file to your device. This file helps us collect information about problems that you have while using the software and service. When available, new help information about software errors might also be automatically downloaded. If you choose recommended settings during first run of the software, you turn on OPEP. To learn more about OPEP, see o15.officeredir.microsoft.com/r/rlidOfficeLegal?clid=1033.

3. Online Features and Content. Features in the service and 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 no document you create using the template will be sent. This information is used to provide you with content you request and to improve our services and software. 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 service/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 Roaming Service. If you choose to sign into the software/service 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 device 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.

6. Office 2013 on Windows 8. If you are running the software on a Windows 8 device 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 OneDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the service/software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

7. 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.

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

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

10. 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.

11. 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. You may choose not to use this feature.

D. ADDITIONAL LICENSING RESTRICTIONS, REQUIREMENTS AND/OR USE RIGHTS

1. Office 365 Military Subscription. You must be a "Qualified Military User" to subscribe to and use the service/software designated as "Military" subscription. 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.

2. Canadian Forces Subscription. You must be a "CANEX Authorized Patron" to subscribe to and use the service/software designated as "Canadian Forces" subscription. 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.

3. University Subscription. You must be a Qualified Educational User to subscribe to and use the "University" edition service and software. If you want to find out more about University subscription, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information.

4. Not for Resale Subscription. Not for Resale subscription cards are distributed for limited purposes. You may not sell subscription cards marked as "NFR" or "Not for Resale."

5. 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.

6. 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.

7. 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 service/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 other websites through Office features, are governed by the terms on those websites.

8. Trial and Conversion. Some or all of the service/software may be licensed on a trial basis. Your rights to use trial service/software are limited to the trial period. The trial service/software and length of the trial subscription 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 service/software will stop running.

E. GEOGRAPHIC AND EXPORT RESTRICTIONS

You may activate the service/software only in the region in which it was acquired. Microsoft's software and services are subject to U.S. 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. U.S. government permission is required to transfer these software and services to governments of any embargoed country or certain prohibited parties. (Please see treasury.gov/resource-center/Documents/soc_net.pdf 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 www.microsoft.com/exporting.

F. SUPPORT

Limited customer support for Office 365 Consumer Subscription is available at office.com/support (help/how to) and at support.microsoft.com/ph/13615 (technical support).

G. ENTIRE AGREEMENT

This Supplement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use and any separate license that may be presented when installing and using the software on a licensed device), and the terms contained in web links listed in this Supplement, are the entire agreement for the service and software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this Supplement after your software is running by going to the software Help screen and clicking on the Microsoft Software License Terms link. 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 understand that by using the service, you accept this Supplement 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 (Office 2013 Privacy Statement);
- go.microsoft.com/fwlink/?LinkID=246338 (Microsoft Services Agreement)