

# MICROSOFT SOFTWARE LICENSE TERMS

## MICROSOFT MOBILE ANDROID APP FOR SHAREPOINT PREVIEW

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**IF YOU LIVE IN (OR ARE A BUSINESS WITH YOUR PRINCIPAL PLACE OF BUSINESS IN) THE UNITED STATES, PLEASE READ THE "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

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- b) **Included Microsoft Applications.** This software includes components from Sharepoint. These components are governed by separate agreements and their own product support policies, as described in the license terms found in the installation directory for that component or in the "Licenses" folder accompanying the software.
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### 2. TIME-SENSITIVE SOFTWARE.

- a) **Period.** This agreement is effective on your acceptance and terminates on the earlier of (i) 30 days following first availability of a commercial release of the software or (ii) upon termination by Microsoft. Microsoft may extend this agreement in its discretion.
- b) **Notice.** You may receive periodic reminder notices of this date through the software.
- c) **Access to data.** You may not be able to access data used in the software when it stops running.

### 3. PRE-RELEASE SOFTWARE.

The software is a pre-release version. It may not operate correctly. It may be different from the commercially released version.

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If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.

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- a) work around any technical limitations in the software that only allow you to use it in certain ways;
  - b) reverse engineer, decompile or disassemble the software;
  - c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
  - d) use the software for commercial, non-profit, or revenue-generating activities;
  - e) use the software in any way that is against the law or to create or propagate malware; or
  - f) share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party.
- 7. EXPORT RESTRICTIONS.** You must 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 export restrictions, visit <http://aka.ms/exporting>.
- 8. SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.
- 9. UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
- 10. BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft agree to **binding individual arbitration before the American Arbitration Association** under the Federal Arbitration Act ("FAA"), and **not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide. **Class action lawsuits, class-wide arbitrations, private attorney-general actions**, and any other proceeding where someone acts in a representative capacity **are not allowed**; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <http://aka.ms/arb-agreement-1>. You and Microsoft agree to these terms.
- 11. ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.
- 12. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If you acquired the software in any other country, its laws apply, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not, you and Microsoft

consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).

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- b) **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
- c) **Germany and Austria.**
  - i. **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
  - ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

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

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

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