

## MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

### WINDOWS 8.1 PREVIEW, WINDOWS 8.1 PRO PREVIEW, WINDOWS 8.1 PRO PREVIEW WITH MEDIA CENTER AND WINDOWS RT 8.1 PREVIEW

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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 pre-release software named above. License terms, which may come with the software, may replace or modify any on-screen license terms.

For your convenience, we've organized this agreement into two parts. The first part includes introductory terms phrased in a question and answer format; the Additional Terms 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 once the software is running. **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.**

**As described below, the software will automatically activate. 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 its features.**

**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 test any number of copies of the software on your premises up to January 15, 2014. You have no right to use the software after this expiration date. Starting from the expiration date, you may not be able to access any unsaved data used with the software. You may use the Windows apps only on your licensed copy of this software and only for testing purposes. These rights expire upon the expiration date. Any applications you receive through the Windows Store will also cease to be available to you for use on this software. You may not receive any other notice. The software may require a key to install or access it. If it does, you are responsible for the use of keys assigned to you. You should not share the keys with third parties.

**How does Internet activation work?** The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine, and 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 may not bypass or circumvent activation.**

**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, including personal 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 collect, use and disclose the information as described in our Privacy Statements at [go.microsoft.com/fwlink/?linkid=280261](http://go.microsoft.com/fwlink/?linkid=280261) and [go.microsoft.com/fwlink/?linkid=294064](http://go.microsoft.com/fwlink/?linkid=294064).

**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. It also applies to Windows apps that are included with Windows, which are separate from the software features.

**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 the software in a live operating environment; use or virtualize features of the software separately; publish, copy, rent, lease, transfer or lend the software; 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 or Microsoft Family Safety, 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.

## **ADDITIONAL TERMS**

### **1. LICENSE RIGHTS**

- a. Windows Media Center. If the software includes Media Center, you may allow up to five Media Center Extender sessions (or similar devices) to access the software at the same time, to display the software or other content on other displays or devices. If the software does not include Media Center, additional software is required to playback or record certain types of media, including DVDs.
- b. Client Hyper-V. If Client Hyper-V technology is included in the software, you may use it to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.
- c. Use in a virtualized environment. Instead of using Windows 8.1 Preview, Windows 8.1 Pro Preview or Windows 8.1 Pro Preview with Media Center directly on a computer,

you may install and use it (including a virtual instance of it) within a virtual (or otherwise emulated) hardware system, but the same license rights apply to the virtual instance. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

## 2. **Binding Arbitration and Class Action Waiver**

- a. Application. If you live in the United States, this Section 2 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.
- b. 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](https://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.
- c. 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.
- d. 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 governed by the Federal Arbitration Act ("FAA"). 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 FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- e. 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.**

- f. 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=282637](http://go.microsoft.com/fwlink/?linkid=282637). 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.
- g. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). 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.
- h. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (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 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

### **3. CHOICE OF LAW**

The laws of the state or country where you live govern all claims and disputes concerning the software or 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, except that the FAA governs all provisions relating to arbitration. 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.

### **4. ACTIVATION**

- a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information

includes the 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 [go.microsoft.com/fwlink/?linkid=280261](http://go.microsoft.com/fwlink/?linkid=280261) and [go.microsoft.com/fwlink/?LinkId=294064](http://go.microsoft.com/fwlink/?LinkId=294064). 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.

- b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.
- c. Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

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

Some 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 Windows 8.1 Preview Privacy Statement at [go.microsoft.com/fwlink/?linkid=280261](http://go.microsoft.com/fwlink/?linkid=280261), the Windows RT 8.1 Preview Privacy Statement at [go.microsoft.com/fwlink/?LinkId=294064](http://go.microsoft.com/fwlink/?LinkId=294064), and information that may be presented to you in the Windows user interface. Some Internet-based features may be delivered and updated at a later date --if, for example, you acquire an application that relies on one of those services, or to help make the software safer or more reliable.

- a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you. Windows RT 8.1 Preview updates automatically through Windows Update which cannot be turned off. Most important and recommended updates will be downloaded and installed without further notice to you.
- b. Windows Digital Rights Management technology. Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the

licenses.

- c. Windows Media Player. If the software includes Windows Media Player and you use it, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605).
- d. Electronic Programming Guide. If the software includes an electronic programming guide service, you agree that your use of that service is governed by the terms of service at [go.microsoft.com/fwlink/?linkid=251466](http://go.microsoft.com/fwlink/?linkid=251466). The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas.
- e. Related Media Information. If the software includes Media Center and you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations that may limit your ability to access certain types of content.
- f. Worldwide Use of the Media Center. Even if the software includes Media Center, Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.
- g. Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software ("malware"), including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.
- h. Malicious software removal. The software may periodically scan for and remove malware from your computer, using the malicious software removal tool most recently downloaded to your computer. After the scan completes and at regular intervals, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to help protect your computer from malicious software, as well as to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at [go.microsoft.com/fwlink/?linkid=241725](http://go.microsoft.com/fwlink/?linkid=241725).
- i. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of

webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement [go.microsoft.com/fwlink/?linkid=280121](http://go.microsoft.com/fwlink/?linkid=280121). By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.

- j. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example [teredo.ipv6.microsoft.com](http://teredo.ipv6.microsoft.com)). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.
- k. Plug and Play and Plug and Play Extensions; Device Apps. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature. When you connect a new device to your computer like a printer or webcam, Windows RT 8.1 Preview will automatically get device apps and info for that device from the Windows Store if available. You cannot turn off these features.
- l. Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.
- m. Network awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- n. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which

may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see [go.microsoft.com/fwlink/?linkid=280121](http://go.microsoft.com/fwlink/?linkid=280121).

- o. Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see [go.microsoft.com/fwlink/?linkid=280121](http://go.microsoft.com/fwlink/?linkid=280121).
- p. Cookies. If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Privacy Statement at [go.microsoft.com/fwlink/?linkid=74170](http://go.microsoft.com/fwlink/?linkid=74170).
- q. Windows Store. In addition to the terms of this agreement for Internet-based features, you may only use the Windows Store under the terms available at [go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694). Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows Privacy Statement and Windows Store terms of service.
- r. Feedback Features. The Customer Experience Improvement Program automatically sends to Microsoft anonymous information about your hardware and how you use this software. Windows Error Reporting automatically sends reports to Microsoft that describe which software components had errors. These reports may include memory dumps. From time-to-time, we will also download a small file to your computer that permits us to collect information about specific errors you have while using the software. The data collected by these features helps us improve our software.

## **6. WINDOWS APPS**

Windows apps (such as Mail, Calendar and People) are apps that are developed by Microsoft, included with the software, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at [go.microsoft.com/fwlink/?linkid=246338](http://go.microsoft.com/fwlink/?linkid=246338), or for Windows apps that access Xbox services, the [xbox.com/legal/livetou](http://xbox.com/legal/livetou). We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries.

Word, Excel, PowerPoint, Outlook and OneNote ("Office apps") are Windows apps that may be included with your copy of Windows RT 8.1. Preview. Office apps are governed by some

additional terms and are part of Microsoft Office Home and Student 2013 RT or Microsoft Office Home and Business 2013 RT. Office apps are licensed to you for your personal, non-commercial use, and you may not use them for any non-profit, commercial, or other revenue generating activity. If you live in Japan or you acquire the Office apps with Windows RT 8.1 Preview in Japan, the foregoing non-commercial use restriction does not apply to you. You agree that when you use Office apps, Microsoft may collect and use information as described in the Office Privacy Statement, which is available from the Windows RT 8.1 Preview Privacy Statement at [go.microsoft.com/fwlink/?linkid=294064](http://go.microsoft.com/fwlink/?linkid=294064). You may have access to media images, clip art, animations, sounds, music, video clips, templates and other forms of content through the Office apps ("media elements"). Microsoft grants you a license to copy, distribute, perform and display media elements included with the Office apps in projects and documents, but you may not (i) sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through features of the Office apps, are governed by the terms on those websites.

Except for Office apps, you may choose to uninstall any Windows app at any time, and you may also choose to reinstall those Windows apps by downloading them from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting [choice.live.com](http://choice.live.com).

## **7. PRE-RELEASE SOFTWARE**

This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final, commercial version. We also may not release a commercial version.

## **8. FEEDBACK**

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 also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

## **9. CONFIDENTIAL INFORMATION**

The software, including its user interface, features and documentation, is confidential and proprietary to Microsoft and its suppliers.

- a. Use. For two years after installation of the software or its commercial release, whichever is first, you may not disclose confidential information to third parties. You may disclose confidential information to third parties only if you obtain prior written consent from Microsoft's legal department. You may contact them at [oseula@microsoft.com](mailto:oseula@microsoft.com). You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this agreement.
- b. Survival. Your duty to protect confidential information survives this agreement.
- c. Exclusions. You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that becomes publicly known through no wrongful act; you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or you developed independently.

## **10. FONTS, ICONS, IMAGES, AND SOUNDS**

- a. 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.
- b. Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds and media provided with the software or use them for any other purpose.

## **11. .NET FRAMEWORK**

The software includes one or more components of the .NET Framework, which you may use only as described at [go.microsoft.com/fwlink/?linkid=66406](http://go.microsoft.com/fwlink/?linkid=66406), if you use the .NET Framework components to conduct internal benchmark testing.

## **12. H.264/AVC AND MPEG-4 VISUAL STANDARDS AND VC-1 AND MPEG-2 VIDEO STANDARDS**

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

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

ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

### **13. ADOBE FLASH PLAYER**

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at [go.microsoft.com/fwlink/?linkid=248532](http://go.microsoft.com/fwlink/?linkid=248532). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

### **14. THIRD PARTY PROGRAMS**

This software contains certain third party programs. You agree that your use of them is governed by the license terms provided with those programs.

### **15. EXPORT RESTRICTIONS**

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, visit [microsoft.com/exporting](http://microsoft.com/exporting).

### **16. SUPPORT SERVICES**

Because this software is "as is," Microsoft may not provide support services for it.

### **17. DISCLAIMER OF WARRANTY**

The 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. For Australia only: You may have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

### **18. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES**

If you have any basis for recovering damages from Microsoft, you can recover only direct damages up to U.S. \$5.00. **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 U.S. \$5.00, or the amount you paid for the software, whichever is higher.**

## **19. ENTIRE AGREEMENT**

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), the terms contained in web links listed in this agreement, and any license terms that accompany the software and may modify or replace some or all of these terms, 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 the terms at any of the links in this agreement after your software is running by typing the URLs into your browser address bar, and you agree to do so. You agree, that for each service or included app 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 ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- [go.microsoft.com/fwlink/?linkid=280261](http://go.microsoft.com/fwlink/?linkid=280261) (Windows 8.1 Preview Privacy Statement)
- [go.microsoft.com/fwlink/?linkid=294064](http://go.microsoft.com/fwlink/?linkid=294064) (Windows RT 8.1 Preview Privacy Statement)
- [go.microsoft.com/fwlink/?linkid=282637](http://go.microsoft.com/fwlink/?linkid=282637) (Arbitration Procedure)
- [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605) (Windows Media Player)
- [go.microsoft.com/fwlink/?linkid=251466](http://go.microsoft.com/fwlink/?linkid=251466) (Electronic Programming Guide Terms of Use)
- [go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694) (Windows Store Terms of Use)
- [go.microsoft.com/fwlink/?linkid=246338](http://go.microsoft.com/fwlink/?linkid=246338) (Microsoft Services Agreement)
- [xbox.com/legal/livetou](http://xbox.com/legal/livetou) (XBox LIVE Terms of Use)
- [go.microsoft.com/fwlink/?linkid=66406](http://go.microsoft.com/fwlink/?linkid=66406) (.NET Framework Terms)
- [go.microsoft.com/fwlink/?linkid=248532](http://go.microsoft.com/fwlink/?linkid=248532) (Adobe Flash Player License Terms)