

# MICROSOFT SOFTWARE LICENSE AGREEMENT WITH COMPUTER MANUFACTURER OR SOFTWARE INSTALLER, OR MICROSOFT

## WINDOWS 8.1 PRO

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Thank you for choosing a computer preinstalled with, or updating to, Microsoft Windows 8.1 Pro. This is a license agreement between you and the computer manufacturer or software installer that distributes Windows 8.1 Pro with your computer; if you first obtain this software as an update to Windows 8 via the Windows Store, this is an agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates) instead. This agreement describes your rights to use the Windows 8.1 Pro software. 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 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 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 the computer manufacturer or software installer, or with Microsoft, so 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 its features.** 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, if any.

**How can I use the software?** The software is licensed, not sold. Under this agreement, we grant you the right to install and run one copy on the computer on 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. The software is not licensed to be used as server software or for commercial hosting, so you may not make the software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios and virtualization, see the Additional Terms.

**May I make a backup copy?** Yes, you may make a single copy of the software for backup purposes, and use that backup copy as described below.

**Can I downgrade the software?** Instead of using the Windows 8.1 Pro software, you may use one of the following earlier versions: Windows 7 Professional or Windows Vista Business.

This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that come with the earlier version apply to your use of such components. Neither the manufacturer or installer, nor Microsoft, is obligated to supply earlier versions to you. You must obtain the earlier version

separately. At any time, you may replace an earlier version with Windows 8.1 Pro. To enable downgrade on this computer to Windows 7, you must change the settings to boot into legacy BIOS mode. If the BIOS setting is not changed back to native UEFI mode boot prior to installing Windows 8.1 Pro, Windows 8.1 Pro will install; however, the following Windows 8.1 Pro functionalities will not work as they rely on UEFI mode boot:

- Secure Boot,
- Seamless Boot experience,
- Network unlock for Bitlocker for computers with a Trusted Platform Module (TPM), and
- eDrive support.

**Can I transfer the software to another user?** You may transfer the software directly to another user, only with the licensed computer. The transfer must include the software, proof of purchase, and, if provided with the computer, an authentic Windows label including the product key. You may not keep any copies of the software or any earlier version. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

**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 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 the vendors can use the information to improve how their products run with Microsoft products. You agree that Microsoft may collect, use, and disclose the information as described in the Windows 8.1 Privacy Statement at [go.microsoft.com/fwlink/?linkid=280262](http://go.microsoft.com/fwlink/?linkid=280262).

**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 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. Standard Application License Terms at

[go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694) (Windows Store Terms of Use) govern any preinstalled apps that are not Windows apps, unless other terms are provided with such apps. If you are updating to Windows 8.1 Pro, the licenses to any apps that were preinstalled by your manufacturer or installer continue to apply after the update.

**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: 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 this 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 and Multi-User Scenarios**

- a. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.
- b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions at a time. Installing the 32-bit version of Windows 8.1 Pro on this system requires a change to the BIOS settings to legacy BIOS mode. If you switch back to the 64-bit version of Windows 8.1 Pro from the 32-bit version of Windows 8.1 Pro, then you should revert back to the original BIOS settings. If you do not revert back to these BIOS settings when switching back to the 64-bit version, the following Windows 8.1 Pro functionalities will not work as they rely on UEFI mode boot:
  - Secure Boot,
  - Seamless Boot experience,
  - Network unlock for Bitlocker for computer with a Trusted Platform Module (TPM) and
  - eDrive support.

Reverting back to UEFI mode will require a hard drive reformat. All data and personal settings will be lost. It is highly recommended that you back up your data before you

revert back to UEFI mode.

- c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.
- d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
- e. Client Hyper-V. You may use the Client Hyper-V technology in the software 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.
- f. 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 virtual 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.
- g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.
  - Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local computer or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host computer from another device by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host computer from any device using Remote Desktop, but only if the remote device is separately licensed to run a Pro edition of Windows 8 or Windows 8.1.
  - Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the

software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

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

- a. Application. If you live in the United States, this Section 2 applies to any dispute **EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, THE MANUFACTURER'S OR INSTALLER'S, OR YOUR, MICROSOFT'S, OR THE MANUFACTURER'S OR INSTALLER'S 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.
- b. Notice of Dispute. In the event of a dispute, you or the manufacturer or installer, 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. Send it by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. Mail a Notice of Dispute with Microsoft 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). The manufacturer or installer, or 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 the manufacturer or installer, or 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 the manufacturer or installer, 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 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.
- d. 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 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, the manufacturer or installer, 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. 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 USD or less whether or not you are an individual or how you use the software, its 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 USD 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. 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 the manufacturer's or installer's principal place of business (or in King County, Washington if your dispute is with Microsoft). 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.
- g. Arbitration fees and incentives.
- i. Disputes involving \$75,000 USD 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 USD; (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 USD. 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.

- h. 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.
- i. 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.
- j. Microsoft as party or third-party beneficiary. If Microsoft is the computer manufacturer or you obtain the software as an update to Windows 8 via the Windows Store, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer and installer 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 2, and you agree to do everything regarding Microsoft that Section 2 requires you to do regarding the manufacturer or installer. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

### **3. Choice of Law**

The laws of the state or country where you live govern all claims and disputes concerning the software (including its price) 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=280262](http://go.microsoft.com/fwlink/?linkid=280262). 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 or reactivation, 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.
- d. Customization. Some of the information collected during activation is sent to Microsoft after activation to provide customized services to you. For example, services such as the Windows Error Reporting and the Windows Store send some of this information in order to provide services customized for the type of computer hardware that is running this software. Similarly, the Microsoft account service may also send some of this information to make it easier for you to create new Microsoft accounts. For more information, see [go.microsoft.com/fwlink/?linkid=280262](http://go.microsoft.com/fwlink/?linkid=280262).

## **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 Privacy Statement at [go.microsoft.com/fwlink/?linkid=280262](http://go.microsoft.com/fwlink/?linkid=280262) 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.
- b. Windows digital rights management technology. Some content owners use Windows

digital rights management technology (DRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if Windows DRM fails. You agree that Microsoft may include a revocation list with the licenses.

- c. Windows Media Player. When you use Windows Media Player, 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. 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.
- e. 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).
- f. 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 at [go.microsoft.com/fwlink/?linkid=280122](http://go.microsoft.com/fwlink/?linkid=280122). 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.
- g. 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.

- h. Plug and Play and Plug and Play Extensions. 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.
- i. 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.
- j. 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.
- k. 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=280122](http://go.microsoft.com/fwlink/?linkid=280122).
- l. 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=280122](http://go.microsoft.com/fwlink/?linkid=280122).
- m. 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).

- n. 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 Microsoft may send you notifications as described in the Windows 8.1 Privacy Statement and Windows Store terms of service.

## **6. Windows Apps**

Windows apps (such as Mail, Calendar, and People) are apps that are developed by Microsoft, included with Windows, 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). The services may change at any time and may not be available in certain countries. The manufacturer or installer may also distribute apps developed by Microsoft and other developers, which will be subject to separate license terms. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it 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. Proof of License**

The elements of a valid license include a genuine product key, successful activation of the software, an authentic Windows label, and proof of purchase from a supplier of genuine Microsoft software. A valid license may also include a Windows activation file installed on the device by your manufacturer or installer. If there is a certificate of authenticity or other Windows 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 device, it does not establish proof of license. If you acquired and downloaded the software via the Windows Store, your proof of purchase is the proof of purchase for the Windows 8 Pro software that you updated from. Proof of purchase may be subject to verification by your merchant's records.

For further information about Microsoft genuine software, see [howtotell.com](http://howtotell.com).

## **8. Updates and Upgrades**

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. You may not be able to obtain certain updates or upgrades from the manufacturer or installer, or Microsoft, if your copy of the software is improperly licensed. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. For

more information about Genuine Windows, see [go.microsoft.com/fwlink/?linkid=104612](http://go.microsoft.com/fwlink/?linkid=104612). To identify genuine Microsoft software, see [howtotell.com](http://howtotell.com).

## **9. Limited Rights Versions**

Some versions of the software, like Not for Resale and Academic 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 "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.

## **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 Video Standards**

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL 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, AND MPEG-4 PART 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. Geographic and Export Restrictions**

If your software is restricted for 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).

#### **16. Support and Refund Procedures**

For the software generally, including Windows 8.1 Pro obtained as an update to Windows 8 via the Windows Store, contact the computer manufacturer or installer for support options. Refer to the support number provided with the software. For other updates and supplements obtained directly from Microsoft, Microsoft may provide 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, contact the manufacturer or installer to determine its refund policies. 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.

#### **17. Entire Agreement**

This agreement (together with the 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 after your software is running by going to [microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx](http://microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx) or by following the instructions in the Action Center—Windows Activation within the software. You can also 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 binding terms are:

- [go.microsoft.com/fwlink/?linkid=280262](http://go.microsoft.com/fwlink/?linkid=280262) (Windows 8.1 Privacy Statement)
- [go.microsoft.com/fwlink/?linkid=281874](http://go.microsoft.com/fwlink/?linkid=281874) (Arbitration Procedure)
- [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605) (Windows Media Player)
- [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)

## LIMITED WARRANTY

**Is there a LIMITED WARRANTY for the software?** Yes. The computer manufacturer or installer warrants that properly licensed software, including Windows 8.1 Pro obtained as an update to Windows 8 via the Windows Store, 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 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. The 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 90-day period or for 30 days, whichever is longer. Transferring the software will not extend the term of the 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 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.**

**What if the manufacturer or installer, or Microsoft, breaches its warranty?** If the manufacturer or installer, or Microsoft, breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the product(s) for a refund of the amount paid, if any. The manufacturer or installer (or Microsoft if you acquired them directly from Microsoft), may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. These are your only remedies for breach of this limited warranty. 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 (or up to \$50 USD if you acquired the software for no charge). For a refund, **you must provide a copy of your proof of purchase and comply with the manufacturer's or installer's return policies. If provided with the computer, the original certificate of authenticity label including the product key must remain affixed to the computer.**

**What if the manufacturer or installer, or Microsoft, breaches any part of this agreement? Except for any refund the manufacturer or installer, or Microsoft, may provide, you may not recover any other damages, including direct, consequential, lost profits, special, indirect, or incidental damages.** 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 (or up to \$50 USD if you acquired the software for no charge). 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 the manufacturer or installer, or 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 the manufacturer or installer, or Microsoft, even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge.)**

### **WARRANTY PROCEDURES**

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

Contact the manufacturer or installer at the address or toll-free telephone number provided with your computer to find out how to obtain warranty service for the software. If Microsoft is your computer manufacturer, contact Microsoft at:

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](http://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](http://microsoft.com/worldwide)).