

eDiscovery Product Use Rights

This Product Use Rights Documentation describes how the eDiscovery Software will be provided to You.

1.1 Product Offerings. The Licensed Software may be licensed to You, under one of the following offerings as indicated in the table below:

Product Offerings	License Model:	License Use Meter	Suite/Bundle Components (if applicable)
Capacity Suite – Unlimited Legal Hold + Processing	Subscription/Perpetual	Gigabyte; Terabyte (Capacity)	<ul style="list-style-type: none"> ● Legal Hold Module ● Processing Module
Capacity Suite – Unlimited Collection + Processing	Subscription/Perpetual	Gigabyte; Terabyte (Capacity)	<ul style="list-style-type: none"> ● Collections Module ● Processing Module
Capacity Suite – Unlimited Legal Hold + Unlimited Collection + Processing	Subscription/Perpetual	Gigabyte; Terabyte (Capacity)	<ul style="list-style-type: none"> ● Legal Hold Module ● Collections Module ● Processing Module
Governance Suite	Subscription/Perpetual	Multimeter	<ul style="list-style-type: none"> ● Legal Hold Module ● Collections Module ● Processing Module
Subject Access Request (“SAR”) Bundle	Subscription/Perpetual	Multimeter	<ul style="list-style-type: none"> ● Collections Module ● Processing Module
Starter Kit Suite	Subscription/Perpetual	Multimeter	<ul style="list-style-type: none"> ● Legal Hold Module ● Collections Module ● Processing Module
Processing (Previously PPAR)	Subscription/Perpetual	Gigabyte; Terabyte (Capacity)	<ul style="list-style-type: none"> ● Processing Module
PA	Perpetual	Gigabyte (Capacity)	<ul style="list-style-type: none"> ● Processing Analysis
Review	Perpetual	Standalone	<ul style="list-style-type: none"> ● Review
SharePoint Collector	Perpetual	Standalone	<ul style="list-style-type: none"> ● Add-on to Collections Module to collect from SharePoint On-Premise or Online
Legal Hold	Subscription/Perpetual	Custodian	<ul style="list-style-type: none"> ● Legal Hold Module
Identification & Collection	Subscription/Perpetual	Custodian	<ul style="list-style-type: none"> ● Collections Module

1.2 eDiscovery Platform - Processing Module (“Processing Module”) (previously Pre-Processing, Processing & Analysis and Review module (“PPAR”)):

1. Processing Module License Purchased on a per Gigabyte or Terabyte Meter. If the Order indicates that You have received a license for any of the following on a per Gigabyte or Terabyte meter: eDiscovery Platform Processing Module, the eDiscovery Platform Pre-Processing, Processing & Analysis module (“PPA”), the eDiscovery Platform Pre-Processing Module, or the eDiscovery Platform Review Module, You may use the Software for up to the number of Gigabytes or Terabytes of uncompressed data processed, analyzed and revised in active cases as indicated on Your Order.

2. Single Use Option. If Your Order indicates You have purchased the Single Use Option, You may not delete or archive existing cases in order to reuse processing and analysis capacity for new cases and each case, once processed, counts toward the overall number of Gigabytes or Terabytes licensed as indicated on Your Order. If Your Order does not indicate that You have purchased the Single Use Option, You may delete or archive existing cases in order to reuse processing and analysis capacity for new cases, as long as the total data processed, analyzed and reviewed concurrently does not exceed the number of Gigabytes or Terabytes licensed as indicated on Your Order.

3. Multiple Modules. Subject to Section 2.1.5 below, if You license more than one Module, Your license for each Module must be for the same amount of Gigabytes or Terabytes. If Your license is a subscription-based license, Your use is limited to the term specified in the Order.

4. Processing Module License with Collections, Legal Hold Module or Both Collections and Legal Hold Module. If your Order for a Processing Module License indicates that the Licensed Software also include a license of Collections Module, Legal Hold Module or both Collections Module and Legal Hold Module, Your Processing Module License entitles You to use the included Module(s) for an unlimited number of Users of the included Module(s), subject to any technical capabilities of such products. Otherwise, the BU Terms shall be applicable to such included Module(s).

1.3 eDiscovery Platform - Collections Module ("Collections Module") (previously Identification & Collection Module). If the Order indicates that You have received a license for the eDiscovery Platform Collections Module, You may use the Software for the number of Users as indicated on Your Order. You may collect data from an unlimited number of different data sources per User, subject to the scope of Your data connector license(s). You are not limited on the amount of data that can be identified and collected across the total licensed number of Users. If You are no longer actively identifying and collecting data for a User, You may replace that User with another User for the purposes of determining the number of Users for whom You are using the Collections Module. Data connectors for desktops, laptops, Microsoft Exchange Server, IBM Lotus Domino Server, Veritas Enterprise Vault and file shares are included in the license and governed by the terms of this Agreement. You must pay additional fees for other data connectors.

1.4 eDiscovery Platform - Legal Hold Module ("Legal Hold Module"). If the Order indicates that You have received a license for the eDiscovery Platform Legal Hold Module, You may use the Software for the number of Users as indicated on Your Order. You may provide an unlimited number of notices to each individual User. If a User is no longer on an active legal hold, You may replace that User with another User for the purposes of determining the number of Users for whom You are using the Legal Hold Module.

1.5 SAR Bundle. If the Order indicates that You have received a license for eDiscovery Platform SAR Bundle, Your use of such Bundle is subject to the following limitations: SAR Bundle shall be limited for use to a maximum of ten (10) Terabytes of uncompressed data processed, analyzed and revised in active cases and a 1000 Collection Custodians per license purchased. The SAR Bundle may only be used to perform eDiscovery tasks (Collection, Processing, Search, Redaction & Export) related to satisfying law enforcement or governmental regulatory requirements, such as, General Data Protection Regulations or U.S. Freedom of Information Act requests. The SAR Bundle may not be used for internal investigations or general eDiscovery use cases, such as civil lawsuits.

1.6 Audio Search. If the Order indicated that You have received a license for eDiscovery Platform Audio Search, You may use the Software for up to the number of Audio Hours as indicated on Your Order.

1.7 Data Connectors. If the Order indicates that You have received a license for a specific data connector, not otherwise included in the eDiscovery Platform Collections Module, this Agreement shall govern the use of such data connector. You may only use the number of data connectors as specified in the Order.

1.8 Subscription. The Software may be licensed to You for a non-perpetual term, e.g. a subscription or term license. If the Software is licensed by You on such non-perpetual basis (as indicated on the applicable Order), then Your license to use the Software shall terminate at the end of the applicable license term or period.

2. Cold Disaster Recovery. Provided that You have a currently effective Maintenance contract for the Software, You may install the Software on Your Cold Disaster Recovery Equipment and (i) You may use such Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Software, and (ii) in the event of a Disaster, You may use such Software for Production Use at the Use Levels described in this Agreement and the applicable Order, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Software and does not

increase Your total number of licenses to the Software beyond those which You have purchased and which have been authorized by Company as indicated on the applicable Order. The Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid Maintenance contract in effect for the Software.

3. ADDITIONAL LICENSE TERMS FOR EMBEDDED THIRD PARTY PROGRAMS. The Software may include some or all of the following components from other vendors ("Third Party Components"). These Third Party Components are licensed under the terms of the Agreement plus the additional provisions specified below for each Component:

3.1 General. The Third Party Components may only be used in support of and in conjunction with the Software. You are not authorized to access the Third Party Components on a standalone/de-coupled basis, unless explicitly authorized by Company.

3.2 Oracle.

1. General Terms of Oracle Programs. The Software may include programs developed by or marketed by Oracle Corporation and its affiliates ("Oracle Programs"), including, without limitation, MySQL, and Outside In. Your use of Oracle Programs is subject to the following limitations:

a. You will limit the use of the Oracle Programs to the legal entity that entered into this Agreement.

b. You shall be responsible for Your agent's, contractor's, outsourcer's, customer's and supplier's use of the Oracle Programs and their compliance with the terms of this Agreement.

c. Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Programs.

d. You cannot assign, give, or transfer the Oracle Programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the Oracle Programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

e. You are prohibited from (a) use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any Oracle Program markings or any notice of Oracle's or its licensors' proprietary rights; (c) making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.

f. You are prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Oracle Programs) and prohibit duplication of the programs except for a sufficient number of copies of each Oracle Program for the end user's licensed use and one copy of each program media.

g. To the extent permitted by applicable law, You agree that Oracle shall have no liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs.

h. Upon the termination of the Agreement, You must discontinue use and destroy or return to Company all copies of the Oracle Programs and documentation.

i. You may not publish any results of benchmark tests run on the Oracle Programs.

j. You must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

k. The Oracle Programs are subject to a restricted license and can only be used in conjunction with the other portions of the Licensed Software.

l. Company may audit Your use of the Oracle Programs, require You to provide reasonable assistance and access to information in the course of such audit and permit Company to report the audit results to Oracle or to assign Company rights to audit Your use of the Oracle Programs to Oracle. Where Company assigns our right to audit to Oracle then Oracle shall not be responsible for any of Company or Your costs Incurred in cooperating with the audit.

m. Oracle America, Inc. is a third party beneficiary of this Agreement.

n. The terms and conditions of the Uniform Computer Information Transactions Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this Agreement.

o. Some Oracle Programs may include source code that are provided as part of its standard shipment of such Oracle Programs, which source code shall be governed by the terms of this Agreement.

p. Any third party technology that may be appropriate or necessary for use with some Oracle Programs are specified in the Documentation or as otherwise notified by Company and such third party technology is licensed to You only for use with the other portions of Software under the terms of the third party license agreement specified in the Documentation or as otherwise notified by Veritas and not under the terms of this Agreement.

2. MySQL Standard Edition ("MySQL"). In addition to the Oracle terms above, You may not copy MySQL onto any public or distributed network or use MySQL as a general SQL server, a standalone application, or with applications other than the Software.

3. Outside In. In addition to the Oracle terms above, Your use of Outside In is limited to running the object code version of Outside In solely as integrated with, and for running the Software. You may not use Outside In with any applications other than the Software.

Notwithstanding anything to the contrary in this Agreement, You may not:

a. Allow the programs to be accessed by any application or process not included in the Software;

b. Allow the output from the programs (for example: plain text, Unicode text, HTML or XML) to be accessed by any application, other than the Software;

c. Implement any sub-component or API of the programs as a standalone process without a specific license to do so;

d. Expose or publish any program API to any third-party; or allow the programs to be accessed, distributed, or sublicensed via web services architecture except where the content to be converted is directly controlled by the Software.

3.3 Nexidia. The Software contains technology licensed from Nexidia. Your use of the technology licensed by Nexidia is subject to the following additional terms.

1. Authorized Uses. You acknowledge and agree that the Nexidia technology may only be used (i) with the Software in the eDiscovery Market and (ii) solely to perform the following:

a. Search audio content stored within the Software

b. Allow phonetic search results to be displayed separately or combined with other search results driven by metadata;

c. Allow Boolean and temporal operators for phonetic search;

d. Enable variable thresholds to allow the end user to determine the correct balance of precision and recall.

2. Unauthorized Uses. You shall not, and shall not permit any other party (including, without limitation, end users) to perform the following:

a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Nexidia technology;

b. Alter, modify, or prepare derivative works of the Nexidia technology;

c. Use the Nexidia technology in a timesharing, outsourcing, SaaS or service bureau arrangement;

d. Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on the Nexidia technology;

e. Except as specifically set forth in this Agreement, sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform any Nexidia technology and/or documentation.

f. Index and search media not readable by the Nexidia technology;

g. Time align a transcript (complete or partial) with the audio file.

h. Use the Nexidia technology outside of the eDiscovery and investigations Market. The Investigations and eDiscovery Market shall mean use of the Nexidia technology for search, review and

extraction of audio content to support internal and legal investigations in either civil, criminal or regulatory matters.

i. Expose any functionality of the Nexidia technology (language ID, monitoring, scanning, etc.), including features not yet available; and use the metadata to act as a standalone (or with non-Veritas Program(s)) service bureau for media tagging or processing.

j. Install multiple instances of the Nexidia technology for a single Nexidia license.

3.4 Microsoft Office.

1. Your use of Microsoft Office is subject to the Microsoft License Terms for Products, set forth in Exhibit A to this License Agreement. The following terms also apply to Your use of the Microsoft Office product(s).

2. You hereby agree to Company providing information about You and Your purchase of the Software to Microsoft Corporation and its affiliates ("Microsoft") as required to enable Company to fulfill its reporting and payment obligations to Microsoft for the distribution of the Microsoft Office product.

3. The Microsoft Office product is not fault-tolerant and not guaranteed to be error free or to operate uninterrupted. The Microsoft Office product may not be used in any application or situation where the Microsoft Office Product failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems. High Risk Use does not include utilization of Microsoft Office products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of Your use of the Microsoft Office product in connection with any High Risk Use.

4. THE MICROSOFT OFFICE PRODUCT IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5. IN NO EVENT WILL MICROSOFT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF YOUR USE OR INSTALLATION OF THE MICROSOFT OFFICE PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MICROSOFT'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100).

In the event of a conflict between the terms of this Agreement and the Microsoft License Terms, the Microsoft License Terms will control with respect to Your use of the Microsoft Office product.

Exhibit A

MICROSOFT SOFTWARE LICENSE TERMS

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IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Office software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or, if a business, where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Office software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the applicable link into a browser window.

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 during your use of the software pursuant to the Microsoft Privacy Statement described in Section 4. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device 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 device on which the software is installed for a refund or credit, if any.

1. Overview.

a. **Applicability.** This agreement applies to the Office software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

b. **Additional terms.** Additional Microsoft and third party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please be sure to read them.

(i) Some features of the software provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the applicable service terms of use. The services may not be available in all regions.

(ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

(iii) 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.

(iv) 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.

2. Installation and Use Rights.

a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install (if you acquired the software from a retailer) and run one instance of the software on your device (the licensed device), for use by one person at a time, but only if you comply with all the terms of this agreement. Please see Sections 12-14 below for licenses and conditions that are specific to limited rights versions, certain geographic regions and special editions of the software. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation you do not have a license to use the software.

b. Device. In this agreement, "device" 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 device.

c. Restrictions. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:

(i) use or virtualize features of the software separately;

(ii) publish, copy, rent, lease, or lend the software;

(iii) transfer the software (except as permitted by this agreement);

(iv) work around any technical restrictions or limitations in the software;

(v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or, if a business, where your principal place of business is located) permit this even when this agreement does not. In that case, you may do only what your law allows; or

(vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

d. Multi use scenarios.

(i) Multiple versions. If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

(ii) Multiple or pooled connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.

(iii) Use in a virtualized environment. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.

(iv) Remote access. You may access and use the software installed on the licensed device from another device using remote access technologies, so long as the software installed on the licensed device is not being used by another user simultaneously. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

(v) Remote assistance. You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's device, usually to correct problems.

e. Backup copy. You may download a backup copy of the software from (office.com/backup) or order it from Customer Support (aka.ms/mssupport) and may use that backup copy to transfer the software if it was acquired as stand-alone software from a retailer, as described below. The right to a backup copy does not apply to Home Use Program software (see Section 14).

3. Transfer to a Third Party.

The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law.

a. Software preinstalled on device. If you acquired the software preinstalled on a device, you may transfer the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Office label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

b. Stand-alone software acquired from a retailer. If you acquired the software from a retailer as stand-alone software, you may transfer the software to another device that belongs to you, but not more than one time every 90 days (except due to hardware failure, in which case you may transfer sooner). If you transfer the software to another device, that other device becomes the "licensed device." You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

4. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be enabled or disabled in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

5. Authorized Software and Activation. You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When 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 device. Depending on your geographic location, you may also be able to activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. If you activated the software by Internet, you may be required to periodically reconnect to the Internet while using the software to confirm the license associated with the licensed device; and if you do not reconnect, the software may operate with reduced functionality. You may also receive reminders to obtain a proper license for the software. You may not bypass or circumvent activation. Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates. The software periodically checks for software updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. 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 export restrictions, visit (aka.ms/exporting).

8. Support and Refund Procedures

a. For software preinstalled on a device. For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

b. For software acquired from a retailer. Microsoft provides limited support services for properly licensed software as described at (aka.ms/mssupport). If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See (aka.ms/msoffices), or in North America, call (800) MICROSOFT or see (aka.ms/nareturns).

9. Binding Arbitration and Class Action Waiver Only if You Live in (or, if a Business, Your Principal Place of Business is in) the United States. Otherwise, Section 9 is inapplicable.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") 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 and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

a. Disputes covered—everything except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, advertising, marketing, communications, your purchase transaction, billing, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

b. Mail a Notice of Dispute first. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

c. Small claims court option. Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or, if a business, your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft—if you meet the court's requirements.

d. Arbitration procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or 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 Consumer Arbitration Rules).

For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. 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 to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.

e. Arbitration fees and payments.

(i) Disputes involving \$75,000 USD or less. The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay 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.

(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.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes— see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If any part of Section 9 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, Section 9 will be unenforceable in its entirety.

h. Conflict with AAA rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, 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 or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law. The laws of the state or country where you live (or, if a business, where your principal place of business is located) govern all claims and disputes concerning the software, 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, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

11. Networks, data and Internet usage. Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open

networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

12. Limited rights versions. If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use the following versions of the software for commercial, non-profit, or revenue-generating activities.

a. Academic or University. For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.

b. Home and Student.

c. Military Appreciation. You must be a "Qualified Military User" to license software marked as "Military Appreciation" edition. To be a Qualified Military User, in the United States of America, you must be an authorized patron of the Armed Services Exchanges in accordance with applicable U.S. Federal statutes and regulations.

d. Canadian Forces. You must be a "CANEX Authorized Patron" to license software marked as "Canadian Forces" edition. CANEX Authorized Patrons are:

- Armed Forces (CAF) members (Regular and Reserve Force) and their families;
- Veterans (former members of the CAF) and their families, including families of the deceased;
- Members of foreign military currently serving with the CAF and their families;
- Current Staff of the Non-Public Funds, Canadian Forces (NPF, CF);
- Current staff of Military Family Resource Centres (MFRCs);
- Current Department of National Defence (DND) public servants and their families;
- Serving and former Royal Canadian Mounted Police (RCMP) and their families;
- Current staff of Defence Research and Development Canada (DRDC) and their families;
- Current staff of Defence Construction Canada (DCC) and their families;
- Honourary Colonels/Captains(N), Lieutenant Colonels/Commanders and their families;
- Family members of the Staff of the NPF, CF; or
- Family members of the MFRCs.

13. Consumer Rights; Regional Variations. 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 which 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. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

(i) Microsoft's support and refund policies referred to in Section 8 are subject to the Australian Consumer Law;

(ii) the Australian Consumer Law consumer guarantees apply to the evaluation and trial software described in Section 16;

(iii) the Australian Consumer Law consumer guarantees apply to the software, notwithstanding the exclusion of express and implied warranties in the section titled 'LIMITED WARRANTY'; and

(iv) the damage exclusions and remedy limitations in the section titled 'LIMITED WARRANTY' do not apply to the Australian Consumer Law consumer guarantees and your rights and remedies under them.

For more information on your rights under the Australian Consumer Law, please refer to the document at (aka.ms/acl).

In this section, “goods” refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. European Union. The academic use restriction in the section above titled “Limited Rights Versions, Academic or University” may not apply to you. Your use rights will be compliant with local laws which are subject to change.

d. Germany and Austria.

(i) Warranty. The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give 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, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or 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, the manufacturer or installer or Microsoft will not be liable for slight negligence.

e. Japan. If you live in Japan, or acquired the software while you lived in Japan and you acquired the software from a retailer as standalone software, we grant you the following rights under our licenses provided that you comply with all the terms of this agreement: you may also install and use a second copy of the software on a second licensed device for your use as the licensed user of the first licensed device. If you acquired the software while you lived in Japan and you acquired the software as preinstalled on a device, you may download a backup copy of the software from office.com/backup, and you may use that backup copy solely for the purposes of reinstalling the software on the same licensed device. The noncommercial use restrictions set forth in Section 12 do not apply to your use of the software if you live in Japan or acquired the software while you lived in Japan. Microsoft, not the device manufacturer or installer, provides limited support services for both software acquired from a retailer and “PIPC” software acquired in Japan as preinstalled on a device (see Section 8.b. for more information).

14. Home Use Program. You must be a “Home Use Program User” to use software designated as “Home Use Program.” To be a Home Use Program User, you must be both:

- an employee of an organization that has a Microsoft Volume License agreement with active Software Assurance or previously had active Software Assurance and meets certain other criteria, and
- the user of a copy of the software, or a product that includes the software, that is licensed to your employer under its Volume License agreement.

If you have questions about whether you qualify as a Home Use Program User, contact your employer.

15. Language Packs and Proofing Tools. If you acquire a language pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs and proofing tools are a part of the software and may not be used separately.

16. Evaluation and Trial. For evaluation (or test or demonstration) use, you may not sell the software (including software marked as “NFR” or “Not for Resale”), or use it after the evaluation period. Evaluation (or test or demonstration) software may not be used in a live operating environment. Some software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the download or activation process. You may have the option to convert your trial rights to subscription or perpetual rights if presented to you at the expiration of your trial period. After the expiration of a trial period without conversion, most features of the trial software will stop running. EVALUATION AND TRIAL SOFTWARE ARE LICENSED “AS-IS,” AND YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE’S QUALITY AND PERFORMANCE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. 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.

17. Reservation of Rights and Feedback. Except as expressly provided under this agreement, Microsoft does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Feedback”), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, 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, technologies or documentation to any third party because Microsoft includes your Feedback in them.

18. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, upgrades, 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, upgrades and services (unless the manufacturer or installer, or Microsoft provides other terms with such supplements, updates, upgrades or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to File - Account - About 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 a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- [Microsoft Privacy Statement \(aka.ms/privacy\)](http://Microsoft.com/privacy)
- [Microsoft Services Agreement \(aka.ms/msa\)](http://Microsoft.com/msa)

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LIMITED WARRANTY – DEVICE MANUFACTURER/INSTALLER

The device manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-day term of this limited warranty, Microsoft provides this limited warranty for them. This limited warranty does not cover problems that you cause, 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 license will not extend 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 and conditions, 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 this agreement allows.

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 software (or at its election the device on which the software was preinstalled) 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 device, the original certificate of authenticity label including the product key must remain affixed to the device.

Except for any repair, replacement, or refund the manufacturer or installer, or Microsoft, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if the manufacturer or installer, or Microsoft, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. 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 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

For service or refund, you must provide your proof of purchase and comply with the manufacturer's or installer's return policies, which might require you to return the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

Contact the manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software. If Microsoft is your device manufacturer or if you acquired the software from a retailer, 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 or 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 (aka.ms/nareturns).
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

mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit (aka.ms/nareturns).

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 (aka.ms/msoffices).

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 (aka.ms/msoffices).

MICROSOFT SOFTWARE LICENSE TERMS

OFFICE 2016 DESKTOP Last updated September 2017

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Office software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Office software. You should review the entire agreement, including any printed paper license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the forward link into a browser window.

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 during your use of the software pursuant to the Microsoft Privacy Statement described in Section 4. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device 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 device on which the software is installed for a refund or credit, if any.

1. Overview.

a. **Applicability.** This agreement applies to the Office software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.

(i) Some features of the software provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at go.microsoft.com/fwlink/?linkid=530144. You can view these terms and policies by looking at the service terms of use; please read them. The services may not be available in all regions.

(ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

(iii) 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.

(iv) 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.

2. Installation and Use Rights.

a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install (if you acquired the software from a retailer) and run one instance on your device (the licensed device), for use by one person at a time, but only if you comply with all the terms of this agreement. Please see Sections 12-14 below for licenses and conditions that are specific to limited rights versions, certain geographic regions and special editions of the software. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation you do not have a license to use the software.

b. Device. In this agreement, "device" 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 device.

c. Restrictions. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:

(i) use or virtualize features of the software separately;

(ii) publish, copy, rent, lease, or lend the software;

(iii) transfer the software (except as permitted by this agreement);

(iv) work around any technical restrictions or limitations in the software;

(v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or if a business, where your principal place of business is located) permit this even when this agreement does not. In that case, you may do only what your law allows; or

(vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

d. Multi use scenarios.

(i) Multiple versions. If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

(ii) Multiple or pooled connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.

(iii) Use in a virtualized environment. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.

(iv) Remote access. You may access and use the software installed on the licensed device from another device using remote access technologies, so long as the software installed on the licensed device is not being used by another user simultaneously. Other users, at different times, may access the licensed device from another device

using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

(v) Remote assistance. You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's device, usually to correct problems.

e. Backup copy. You may order or download a backup copy of the software from office.com/backup, and may use that backup copy to transfer the software if it was acquired from a retailer, as described below.

3. Transfer to a Third Party. The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law.

a. Software preinstalled on device. If you acquired the software preinstalled on a device, you may transfer the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Office label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

b. Stand-alone software acquired from a retailer. If you acquired the software from a retailer as stand-alone software, you may transfer the software to another device that belongs to you, but not more than one time every 90 days (except due to hardware failure, in which case you may transfer sooner). If you transfer the software to another device, that other device becomes the "licensed device." You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

4. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?linkid=507380, and as may be described in the user interface associated with the software features.

5. Authorized Software and Activation. You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When 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 device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. You may not bypass or circumvent activation. Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates. The software periodically checks for software updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. 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 and microsoft.com/exporting.

8. Support and Refund Procedures

a. For software preinstalled on a device. For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at 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 those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

b. For software acquired from a retailer. Microsoft provides limited support services for properly licensed software as described at support.microsoft.com/common/international.aspx. If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See microsoft.com/worldwide, or in North America, call (800) MICROSOFT or see microsoft.com/info/nareturns.htm.

9. Binding Arbitration and Class Action Waiver Only if You Live in (or if a Business Your Principal Place of Business is in) the United States (inapplicable to residents of or businesses with principal place of business outside the United States). We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") 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 and the arbitrator's decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

a. Disputes covered—everything except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

b. Mail a Notice of Dispute first. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at go.microsoft.com/fwlink/?linkid=245499. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

c. Small claims court option. Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

d. Arbitration procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or 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 Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic.

unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. 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 to satisfy your individual claim.

e. Arbitration fees and payments.

(i) Disputes involving \$75,000 USD or less. The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay 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 unless you and we agree on them.

(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. If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.

h. Conflict with AAA rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, 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 or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law. The laws of the state or country where you live (or, if a business, where your principal place of business is located) govern all claims and disputes concerning the software, 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, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

11. Networks, data and Internet usage. Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your

own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

12. Limited rights versions. If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use the following versions of the software for commercial, non-profit, or revenue-generating activities.

a. Academic or University. For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.

b. Home and Student.

c. Military Appreciation. You must be a "Qualified Military User" to license software marked as "Military Appreciation" edition. To be a Qualified Military User, in the United States of America, you must be an authorized patron of the Armed Services Exchanges in accordance with applicable U.S. Federal statutes and regulations.

d. Canadian Forces. You must be a "CANEX Authorized Patron" to license software marked as "Canadian Forces" edition. CANEX Authorized Patrons are:

- * Armed Forces (CAF) members (Regular and Reserve Force) and their families;
- * Veterans (former members of the CAF) and their families, including families of the deceased;
- * Members of foreign military currently serving with the CAF and their families;
- * Current Staff of the Non-Public Funds, Canadian Forces (NPF, CF);
- * Current staff of Military Family Resource Centres (MFRCs);
- * Current Department of National Defence (DND) public servants and their families;
- * Serving and former Royal Canadian Mounted Police (RCMP) and their families;
- * Current staff of Defence Research and Development Canada (DRDC) and their families;
- * Current staff of Defence Construction Canada (DCC) and their families;
- * Honourary Colonels/Captains(N), Lieutenant Colonels/Commanders and their families;
- * Family members of the Staff of the NPF, CF; or
- * Family members of the MFRCs.

13. Consumer Rights; Regional Variations. 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 which 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. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. European Union. The academic use restriction in the section above entitled Limited Rights Versions, Academic or University may not apply to you. Your use rights will be compliant with local laws which are subject to change.

d. Germany and Austria.

(i) Warranty. The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give 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, the manufacturer or installer, or Microsoft is liable according to the statutory law. Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or 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, the manufacturer or installer or Microsoft will not be liable for slight negligence.

e. Japan. If you live in Japan, or acquired the software while you lived in Japan and you acquired the software from a retailer as standalone software, we grant you the following rights under our licenses provided that you comply with all the terms of this agreement: you may also install and use a second copy of the software on a second licensed device for your use as the licensed user of the first licensed device. If you acquired the software while you lived in Japan and you acquired the software as preinstalled on a device, you may order or download a backup copy of the software from office.com/backup, and you may use that backup copy solely for the purposes of reinstalling the software on the same licensed device.

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

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

15. Language Packs and Proofing Tools. If you acquire a language pack, language interface pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs, language interface packs and proofing tools are a part of the software and may not be used separately.

16. Evaluation and Trial. For evaluation (or test or demonstration) use, you may not sell the software (including software marked as "NFR" or "Not for Resale"), or use it after the evaluation period. Evaluation (or test or demonstration) software may not be used in a live operating environment. Some software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the download or activation process. You may have the option to convert your trial rights to subscription or perpetual rights if presented to you at the expiration of your trial period. After the expiration of a trial period without conversion, most features of the trial software will stop running. EVALUATION AND TRIAL SOFTWARE ARE LICENSED "AS-IS," AND YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. 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 NONINFRINGEMENT.

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- go.microsoft.com/fwlink/?linkid=507380 (Microsoft Privacy Statement)
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LIMITED WARRANTY – DEVICE MANUFACTURER/INSTALLER

The device manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-day term of this limited warranty, Microsoft provides this limited warranty for them. This limited warranty does not cover problems that you cause, 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 license will not extend 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 and conditions, 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 this agreement allows.

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 software (or at its election the device on which the software was preinstalled) 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 device, the original certificate of authenticity label including the product key must remain affixed to the device.

Except for any repair, replacement, or refund the manufacturer or installer, or Microsoft, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if the manufacturer or installer, or Microsoft, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. 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 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

For service or refund, you must provide your proof of purchase and comply with the manufacturer's or installer's return policies, which might require you to return the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

Contact the manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software. If Microsoft is your device manufacturer or if you acquired the software from a retailer, 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 or 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.
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).
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).

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Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, or that arise when you fail to follow instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user of your copy of the software acquires that copy, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

Microsoft gives no other express warranties, guarantees, or conditions. Microsoft excludes all implied warranties and conditions, 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 this agreement allows.

If 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 software (or at its election the Microsoft branded device on which the software was preinstalled) for a refund of the amount paid, if any. These are your only remedies for breach of this limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Except for any repair, replacement, or refund Microsoft may provide, you may not recover under this limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Microsoft knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. 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 damages from 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

For service or a refund you must provide a copy of your proof of purchase and comply with Microsoft's return policies, which might require you to uninstall the software and return it to Microsoft or return the software with the entire Microsoft branded device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

1. United States and Canada. For limited warranty service or information about how to obtain a refund for software acquired in the United States or 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.
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).
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.
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