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Modern.IE VM Notes

Updated: 8/1/15

System Requirements for Virtualization Platforms

Hyper-V for Windows Server 2008 R2

(<http://www.microsoft.com/enus/download/details.aspx?displaylang=en&id=3512>)

Hyper-V for Windows Server 2012 (<http://technet.microsoft.com/en-us/library/hh831531.aspx>)

Virtual PC ([http://technet.microsoft.com/en-us/library/dd744684\(WS.10\).aspx](http://technet.microsoft.com/en-us/library/dd744684(WS.10).aspx))

VMWare Fusion for Mac (<https://pubs.vmware.com/fusion7/topic/com.vmware.ICbase/PDF/fusion-getting-started-70.pdf>)

VMWare Workstation for Windows

(<http://pubs.vmware.com/workstation11/topic/com.vmware.ICbase/PDF/ws11-getting-started.pdf>)

VirtualBox (https://www.virtualbox.org/wiki/End-user_documentation)

Parallels (<http://www.parallels.com/products/desktop/resources/>)

Download and Extraction Instructions

Windows

To start, download a single-file ZIP archive or all parts of a multi-file ZIP archive for a VM.

To extract a single-file ZIP archive:

1. Extract using built-in "Extract All" functionality or a 3rd party utility such as [7-zip](#).

To extract a multi-part ZIP archive:

1. Combine parts together into single ZIP file:
 - a. Create a new directory that contains just the archive parts for the VM that you wish to use, e.g. create a "IE9.Win7" folder and move all downloaded ZIP parts to that location.
 - b. Via the Command Prompt window:
 - i. Change directory to your chosen folder from previous step
 - ii. Run 'copy /b *.zip.00? combined.zip'
2. Follow the "Single-file ZIP archive" step above to extract from combined.zip.

Mac

To start, download a single-file ZIP archive or all parts of a multi-file ZIP archive for a VM.

To extract a single-file ZIP archive:

1. Extract by right-clicking on the ZIP file, select Open With > Archive Utility. Alternatively, use [The Unarchiver](#) (free download) or any other modern, 3rd-party utility that can handle the Zip64 format. Note: the unzip utility for OS X may work, but you need to have v6.0 or greater for Zip64 support.

To extract a multi-part ZIP archive:

1. Combine parts together into single ZIP file:
 - a. Create a new directory that contains just the archive parts for the VM that you wish to use, e.g. create a "IE9.Win7" folder and move all downloaded ZIP parts to that location.
 - b. Via Terminal window:
 - i. Change directory to your chosen folder from previous step.
 - ii. Run 'cat *.zip.00? > combined.zip'
2. Follow the "Single-file ZIP archive" step above to extract from combined.zip.

Linux

To start, download a single-file ZIP archive or all parts of a multi-file ZIP archive for a VM.

To extract a single-file ZIP archive:

1. Extract by right-clicking on ZIP and selecting Open with Archive Manager. Alternatively, you can use the unzip command via terminal.

To extract a multi-part ZIP archive:

1. Combine parts together into single ZIP file:
 - a. Create a new directory that contains just the archive parts for the VM that you wish to use, e.g. create a "IE9.Win7" folder and move all downloaded ZIP parts to that location.
 - b. Via Terminal window:
 - i. Change directory to your chosen folder from previous step
 - ii. Run 'cat *.zip.00? > combined.zip'
2. Follow the "Single-file ZIP archive" step above to extract from combined.zip.

Usage Instructions

Although you may be able to get away with less, it is recommended that you assign the following RAM to the virtual machines:

- Windows XP images: 256 – 512MB
- Windows Vista images: 512 – 1024MB
- Windows 7 images: 1024 – 2048MB
- Windows 8 images: 1024 – 2048MB
- Windows 10 images: 1024 – 2048MB

It is also highly recommended that you implement a rollback strategy for any virtual machines that you download. This could be as simple as holding onto the original archive that you downloaded, or you could take advantage of your virtualization platform's snapshotting capability so that you can start over with a fresh VM at any time and not have to worry about the guest operating system running out of trial time.

Please note: We also recommend for users to please check for and install the latest version of their chosen virtualization platform.

Known Issue: Windows 10 virtual machines may display a message in the Settings app that reads "Connect to the Internet to activate." This is due to a bug and does not impact the activation state or functionality of the virtual machine.

Please note that these virtual machines expire after 90 days. We recommend setting a snapshot when you first install the virtual machine which you can roll back to later.

Login Instructions

Login Information (for Windows Vista, 7, 8, 10 VMs): IEUser, Passw0rd!

Instructions to set password for XP VMs:

1. Using virtualization platform of choice, load the XP VM
2. Go to Control Panel | User Accounts
3. Select IEUser
4. Select "Create a password" link and enter the desired password

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[Microsoft Windows XP Professional Edition Service Pack 3](#)

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22.APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

23.ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or

contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

GARANTIE LIMITÉE

Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS COUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS COUVERTS APRES CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS.

Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse ou implicite.

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VOUS N'AVEZ DROIT A AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les modalités de la clause "Exclusion des dommages accessoires, indirects et de certains autres dommages" sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée

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L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif seront, selon le choix de Microsoft de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

DENI DE GARANTIES. La garantie limitée mentionnée ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est mentionnées dans un document ou sur un emballage. Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par Microsoft et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Logiciel et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE

SOIT A L'UTILISATION DU LOGICIEL OU A L'INCAPACIT... DE S'EN SERVIR, A LA PRESTATION OU A

L'OMISSION D'UNE TELLE PRESTATION DE SERVICES

DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PR...SENT EULA OU RELATIVEMENT A UNE TELLE DISPOSITION, MEME EN CAS DE FAUTE, DE D...LIT CIVIL (Y COMPRIS LA N...GLIGENCE), DE RESPONSABILIT... STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MEME SI MICROSOFT OU TOUT FOURNISSEUR A ...T... AVIS... DE LA POSSIBILIT... DE TELS DOMMAGES.

LIMITATION DE RESPONSABILIT... ET RECOURS.

MalgrÈ les dommages que vous puissiez subir pour quelque motif que ce soit (notamment, tous les dommages susmentionnÈs et tous les dommages directs ou gÈnÈraux), l'obligation intÈgrale de Microsoft et de l'un ou l'autre de ses fournisseurs aux termes de toute disposition du prÈsent EULA et votre recours exclusif Æ l'Ègard de tout ce qui prÈcÈde (sauf en ce qui concerne tout recours de rÈparation ou de remplacement choisi par Microsoft Æ l'Ègard de tout manquement Æ la garantie limitÈe) se limite au plus ÈlevÈ entre les montants suivants : le montant que vous avez rÈellement payÈ pour le Logiciel ou 5,00 \$US. Les limites, exclusions et dÈnis qui prÈcÈdent (y compris les clauses ci---dessus), s'appliquent dans la mesure maximale permise par les lois applicables, mÊme si tout recours n'atteint pas son but essentiel.

La prÈsente Convention est rÈgie par les lois de la province d'Ontario, Canada. Chacune des parties Æ la prÈsente reconnaÓt irrÈvocablement la compÈtence des tribunaux de la province d'Ontario et consent Æ instituer tout litige qui pourrait dÈcouler de la prÈsente auprÈs des tribunaux situÈs dans le district judiciaire de York, province d'Ontario.

Au cas o~ vous auriez des questions concernant cette licence ou que vous dÈsiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou Ècrivez Æ :

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The guarantee --- The Software is designed and offered as a general---purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back---up your files regularly. Provided that you have a valid license, Microsoft guarantees that a)

for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

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Limitation of Liability --- To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

Consumer rights --- Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: a) repairing or replacing the Software; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re---supply of the services; or b) the cost of having the services supplied again.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft

subsidiary serving your country or visit Microsoft on the World Wide Web at
<http://www.microsoft.com>.

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Windows Vista Enterprise Service Pack 2

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WINDOWS VISTA ENTERPRISE SERVICE PACK 2

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- updates,
- supplements,
- Internet---based services, and
- support services for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. As described below, using the software also operates as your consent to the transmission of certain computer information during validation and for Internet---based services.

If you comply with these license terms, you have the rights below for each license you acquire.

1. OVERVIEW.

a. Software. The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.

b. License Model. The software is licensed on a per copy per device basis.

2. TERM. The term of this agreement will expire 180 days after the software is installed. You have the right to use the software for evaluation only under the license terms of this agreement during this period. When installing or using the software for evaluation, you may not enter a product key or otherwise effectuate activation of the software.

3. INSTALLATION AND USE RIGHTS. Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

a. Licensed Device. You may install one copy of the software on the licensed

device. You may use the software on up to two processors on that device at one time. Except as provided in the Storage and Network Use sections below, you may not use the software on any other device.

b. Evaluation. You may use the software only to demonstrate and internally evaluate it. You may not use the software for commercial purposes. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

c. Number of Users. Except as provided in the Device Connections and Other Access Technologies sections below, only one user may use the software at a time.

d. Alternative Versions. The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Storage. You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other device to which a license has been assigned.

b. Network Use. Instead of installing the software on the licensed device, you may install one copy on a storage device, such as a network server. You may use that copy only to run the software on your licensed device over an internal network.

c. Device Connections. You may allow up to 10 other devices to connect to the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services. However, you may not exceed a total of 10 connections at one time.

d. Remote Access Technologies. You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.

- Remote Desktop. The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
- Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.

e. Other Remote Uses. You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

f. Use with Virtualization Technologies. Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device. When used in a virtualized environment,

content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

g. Multiplexing. Hardware or software you use to

- pool connections, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

h. Font Components. While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

i. Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media.

5. VALIDATION.

a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://go.microsoft.com/fwlink/?Linkid=96550>.

b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. These updates and downloads may be delivered to you through the Windows Update service (if you use the service) or through other means. During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://go.microsoft.com/fwlink/?Linkid=96551>.

c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example: Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product and you may
- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate,

and you may not be able to

- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Microsoft

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see <http://go.microsoft.com/fwlink/?Linkid=96552>.

6. POTENTIALLY UNWANTED SOFTWARE. If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

7. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below and in the Windows Vista Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the Windows Vista Privacy Statement at <http://go.microsoft.com/fwlink/?Linkid=96553>. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which

send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet---based services available to you.

· Plug and Play and Plug and Play Extensions. You may connect new hardware to your device, either directly or over a network. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. An administrator can disable this update feature.

- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists over the Internet, when available.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM---protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?Linkid=44073>.

- **Malicious Software Removal.** During setup of the software, if you select “Get important updates for installation”, the software may check for and remove certain malicious software (“Malware”) from your device during setup. The Malware that will be removed, if found, is listed and periodically updated at <http://www.support.microsoft.com/?kbid=890830>. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected, specific information relating to the detection, errors that occurred while the software was checking for Malware, and other information about your device that will help us improve this and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software’s reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>. For more information, read the Windows Malicious Software Removal Tool privacy statement at <http://go.microsoft.com/fwlink/?Linkid=113995>.
- **Network Awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
- use an application that needs IPv6 connectivity or
- configure your firewall to always enable IPv6 connectivity by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named “netsh”.

b. Use of Information. Microsoft may use the computer information, error

reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

- c. Misuse of Internet-based Services. You may not use these services in any way

that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see <http://www.microsoft.com/licensing/userights>. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use components of the software to run applications not running on the software;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

9. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework 3.0 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

10. BACKUP COPY. You may make one backup copy of the media. You may use it only to reinstall the software.

11. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION

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If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

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Windows 7 Enterprise

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By using the software, you accept these terms. If you do not accept them, do not use the software. As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet---based services.

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2. TERM. The term of this agreement will expire 90 days after the software is activated. You have the right to use the software under the license terms of this agreement during this period. The software will stop running 90 days after it is activated. You may not receive any other notice. You may not be able to access data used with the software when it stops running.

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- d. Number of Users. Unless otherwise provided in these license terms, only one user may use the software at a time.
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- Remote Desktop. The single primary user of the licensed computer may access a session from any other device using Remote Desktop or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
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- h. Media Center Extender. You may have five Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
- i. Electronic Programming Guide. If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
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Activation associates the use of the software with a specific computer. During activation, the software will send information about the software and the computer to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information, see go.microsoft.com/fwlink/?Linkid=104609. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent its unlicensed use. You are not permitted to bypass or circumvent activation. If the computer is connected to the Internet, you can activate the software manually by Internet before the time permitted for activation expires. If you do so, Internet service charges may

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6. VALIDATION.

a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see go.microsoft.com/fwlink/?Linkid=104610.

b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see go.microsoft.com/fwlink/?Linkid=104611.

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- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.

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 - new versions of the player.

For more information, go to go.microsoft.com/fwlink/?Linkid=104605.

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- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
 - use an application that needs IPv6 connectivity or
 - configure your firewall to always enable IPv6 connectivity by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".
- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:
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If you use an Accelerator provided by Microsoft, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party's privacy practices.

- Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn

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13. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC---1 VIDEO STANDARD, THE MPEG---4 VISUAL STANDARD AND THE MPEG---2 VIDEO STANDARD. This software includes H.264/AVC, VC---1, MPEG---4 Part 2, and MPEG---2 visual compression technology. MPEG LA, L.L.C. requires this notice:

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15. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. SUPPORT SERVICES. Because this software is “as is”, we may not provide support services for it.

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b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

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Windows 8 Enterprise

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By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and for Internet-based features of the software. If you do not accept and comply with these terms, you may not use the software or features.

How can I use the software? We do not sell our software or your copy of it – we only license it. Under our license, we grant you the right to install and run that one copy on one computer (the licensed computer), for use by one person at a time only to demonstrate and internally evaluate the software, but only if you comply with all the terms of this agreement. Typically, this means you can install one copy of the software on a computer and then you can use the software on that computer. The software is not licensed to be used as server software or for commercial hosting --- so you may not make the software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios and virtualization, see the Additional Terms.

How long can I use the software? You may use the software for 90 days after the software is activated. The software will stop running after those 90 days and you may not receive any other notice. You may not be able to access data used with the software when it stops running.

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

How does Internet activation work? The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine, and the license is associated with the licensed computer. This process is called "activation." Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you may not bypass or circumvent activation.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information, including personal information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send

or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our Privacy Statement, at go.microsoft.com/fwlink/?linkid=190175.

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them. It also applies to Windows apps that are included with Windows, which are separate from the software features.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use the software in a live operating environment; use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features or Microsoft Family Safety, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner.

Additional TERMS

1. License Rights and Multi User Scenarios
 - a. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.
 - b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions.
 - c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.
 - d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You

may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section) on any of these other devices.

e. Client Hyper---V. You may use the Client Hyper---V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f. Use in a virtualized environment. If you use virtualization software, including Client Hyper---V, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one virtual computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full---volume disk drive encryption technology may be less secure in a virtualized environment.

g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

- Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local pc, or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host pc from another device, by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host pc, from any device using Remote Desktop, but only if the remote device is separately licensed to run an edition of Windows 8 or Windows RT.
- Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

2. Binding Arbitration and Class Action Waiver

a. Application. This Section 2 applies to any dispute except it does not include A Dispute relating to the enforcement or VALIDITY of your, Microsoft's, or either of our licensors' intellectual property rights. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

"Dispute" will be given the broadest possible meaning allowable under law.

b. Notice of dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of

Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at go.microsoft.com/fwlink/?linkid=245499. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

c. Small claims court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

d. Binding arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

e. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

f. Arbitration procedure, costs, fees and incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see adr.org or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You and Microsoft agree to the terms governing procedures, fees and incentives at go.microsoft.com/fwlink/?linkid=245495. To commence arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

g. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute under this agreement to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

h. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

3. CHOICE OF LAW

The laws of the state or country where you live govern all claims and disputes under 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. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

4. ACTIVATION

a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see go.microsoft.com/fwlink/?linkid=190175. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet. In either case, Internet service charges may apply.

b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

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

5. Internet-based FEATURES; privacy

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8 Privacy Statement, at go.microsoft.com/fwlink/?linkid=190175. Some Internet-based features may be delivered at a later date via Microsoft's Windows Update service—if, for example, you acquire an application that relies on one of those services.

a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

- b. Windows Digital Rights Management technology. Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.
- c. Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at go.microsoft.com/fwlink/?linkid=104605.
- d. Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software, including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.
- e. Malicious software removal. If you use Windows Update, at least once each month the software will scan for and remove from your computer the malware listed at go.microsoft.com/fwlink/?linkid=241725. After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.
- f. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement go.microsoft.com/fwlink/?linkid=239590. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.
- g. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will

periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.

- h. Plug and Play and Plug and Play Extensions. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.
- i. Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.
- j. Network awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- k. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=239590.
- l. Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update.

For more information, see go.microsoft.com/fwlink/?linkid=239590.

- m. Cookies. If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at go.microsoft.com/fwlink/?linkid=74170.
- n. Windows Store. In addition to the terms of this agreement for Internet based features, you may only use the Windows Store under the terms available at go.microsoft.com/fwlink/?linkid=246694. Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8 Privacy Statement and Windows Store terms of service.

6. WINDOWS Apps

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

7. Fonts, Icons, Images, and SoundS

a. Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

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

8. .NET FRAMEWORK

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

9. H.264/AVC AND MPEG---4 VISUAL STANDARDS AND VC---1 VIDEO STANDARDS

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC---1, AND THE MPEG---4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON---COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC---1, AND MPEG---4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON---COMMERICAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C SEE MPEGLA.COM.

10. ADOBE FLASH PLAYER

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at

go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

11. EXPORT RESTRICTIONS

You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information, visit microsoft.com/exporting.

12. SUPPORT SERVICES

Because the software is provided “as-is”, Microsoft may not provide support services for it.

13. NO WARRANTY

The software is licensed “as-is” and you bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation on and Exclusion of Remedies and Damages

If you have any basis for recovering damages from Microsoft, you can recover only direct damages up to U.S. \$5.00. You may not recover any other damages, including consequential, lost profits, special, indirect, or incidental damages. The damage exclusions and limitations in this agreement apply even if repair, replacement or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover other damages from Microsoft even though we do not, you cannot recover more than U.S. \$5.00, or the amount you paid for the software, whichever is higher.

15. ENTIRE AGREEMENT

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by following the instructions in the Action Center—Windows Activation within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the urls into your browser address bar, and you agree to do so. You agree that for each service or included app that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- go.microsoft.com/fwlink/?linkid=190175 (Windows 8 Privacy Statement);
- go.microsoft.com/fwlink/?linkid=245495 (Arbitration Procedure)

- go.microsoft.com/fwlink/?linkid=104605 (Windows Media Player)
- go.microsoft.com/fwlink/?linkid=246694 (Windows Store Terms of Use)
- go.microsoft.com/fwlink/?linkid=246338 (Microsoft Services Agreement)
- xbox.com/legal/livetou (XBox Live Terms of Use)
- go.microsoft.com/fwlink/?linkid=66406 (.NET Framework Terms)
- go.microsoft.com/fwlink/?linkid=248532 (Adobe Flash Player License Terms)

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS 10 OPERATING SYSTEM

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 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows 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 Windows software. You should review the entire agreement, including any supplemental 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 ([aka.ms/](#)) 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 as per the privacy statement described in Section 3. 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 Windows 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. It also applies to Windows apps developed by Microsoft that provide functionality such as contacts, music, photos and news that are included with and are a part of Windows. 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 Windows apps 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 service terms of use or the app's settings, as applicable. The services may not be available in all regions.
 - (ii) Microsoft, the manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
 - (iii) The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at ([aka.ms/adobeflash](#)). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
 - (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at ([aka.ms/thirdpartynotices](#)).
 - (v) To the extent included with Windows, Word, Excel, PowerPoint and OneNote are licensed for your personal, non-commercial use, unless you have commercial use rights under a separate agreement.

2. Installation and Use Rights.

- a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. 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 (other than the permitted backup 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 and only to the extent that the foregoing restriction is permitted by applicable law or by licensing terms governing the use of open-source components that may be included with the software; and
 - (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. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - (iii) Device connections. You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
 - (iv) 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.
 - (v) Remote access. No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. 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.
 - (vi) 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 computer, usually to correct problems.

- e. Backup copy. You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described in Section 4 below.
3. 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 (aka.ms/privacy), and as may be described in the user interface associated with the software features.
4. Transfer. The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site (aka.ms/transfer), in which case any transfer of the software to a third party, 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 (and also if you upgraded from software preinstalled on a device), you may transfer the license to use 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 Windows 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. If you acquired the software as stand-alone software (and also if you upgraded from software you acquired as stand-alone software), you may transfer the software to another device that belongs to you. 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. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. 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.
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. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.
6. Updates. The software periodically checks for system and app updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
7. Downgrade Rights. If you acquired a device from a manufacturer or installer with a Professional version of Windows preinstalled on it, you may use either a Windows 8.1 Pro or Windows 7 Professional version, but only for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle). This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of such components. Neither the manufacturer or installer, nor Microsoft, is obligated to supply earlier versions to you. You must obtain the earlier version separately, for which you may be charged a fee. At any time, you may replace an earlier version with the version you originally acquired.
8. 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 (aka.ms/georestrict) and (aka.ms/exporting).

9. 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).

10. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) 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 (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, 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 (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 (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 10.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 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 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.
11. 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.
12. 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 Section 13.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).
 - 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. Other regions. See (aka.ms/variations) for a current list of regional variations.
13. Additional Notices.
- a. 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.
 - b. H.264/AVC and MPEG-4 visual standards and VC-1 video standards. The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE (AKA.MS/MPEGLA).
 - c. Malware protection. Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
 - d. 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 such versions of the software for commercial, non-profit, or revenue-generating activities.
 - (i) Academic. For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
 - (ii) Evaluation. For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
 - (iii) NFR. You may not sell software marked as "NFR" or "Not for Resale".
14. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or

installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement 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:

- [Windows 10 Privacy Statement \(aka.ms/privacy\)](https://aka.ms/privacy)
- [Microsoft Services Agreement \(aka.ms/msa\)](https://aka.ms/msa)
- [Adobe Flash Player License Terms \(aka.ms/adobeflash\)](https://aka.ms/adobeflash)

LIMITED WARRANTY

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, 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 acquires the software, 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 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 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, 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).