

IMPORTANT NOTICE (followed by LICENSE TERMS)

Diagnostic and Usage Information. Microsoft automatically collects this information, which may be associated with your organization, over the internet, and uses it to help improve your installation, upgrade, and user experience, and the quality and security of Microsoft products and services. Windows Server has four (4) information collection settings (Security, Basic, Enhanced, and Full), and uses the "**Enhanced**" setting by default. The Enhanced level includes information required to: (i) run our anti-malware and diagnostic and usage information technologies; (ii) understand device quality, and application usage and compatibility; and (iii) identify quality issues in the use and performance of the operating system and applications.

Choice and Control: Administrators can change the level of information collection through **Settings**. For more information on diagnostic and usage information, see (aka.ms/winserverdata) and the Microsoft Privacy Statement (aka.ms/privacy).

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MICROSOFT SOFTWARE LICENSE TERMS - GERMANY

MICROSOFT WINDOWS SERVER

Thank you for choosing Microsoft! Depending on how you obtained Windows Server (herein referred to as "Windows Server" or "server software" or "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. Printed paper license terms, which may come with the software, take the place of any on-screen license terms.

This agreement describes your rights and the conditions upon which you may use the 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 constitute this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window. The terms also apply to any updates, supplements, and Internet-based services. If you obtain software from a manufacturer or installer, and you obtain updates or supplements directly from Microsoft, then Microsoft, and not the manufacturer or installer, licenses those to you.

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 6. 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. License Model Overview.

- a. This agreement applies to the server software, and any additional Microsoft software that may only be used with the server software, that is preinstalled on your device, or acquired from a manufacturer or retailer and installed by you, the media on which you received the software (if any), and also any Microsoft updates, upgrades, downgrades, supplements or services for the software, unless other terms come with them.
- b. The license model described below covers core licensing of certain editions and versions of the server software and client access licenses (CALs). A minimum number of core licenses for each physical processor and server is required, unless otherwise stated. Additionally, each user or device accessing the server software requires a server software CAL, unless otherwise stated.
- c. Microsoft offers choice of licenses to accommodate our customer needs, so please refer to the license terms specific to the software edition offering that you acquired. The server software comes in two different editions, Standard and Datacenter.
 - i. *License Requirements.* The server software licenses for both Standard edition and Datacenter edition are based on: (a) the number of physical cores in the physical hardware; (b) the number of devices and users that access instances of specific versions of server software (CALs); and (c) the server software functionality accessed. The license terms for both editions are dependent on, and align to, a specific software product version. For example, if you acquired a prior version, the licensing terms specific to that version apply to that version of server software, and do not entitle you to future versions of the software.
 - ii. *License Difference.* Under the Standard edition license you are limited to a certain number of instances of server software, whereas under the Datacenter edition license you are permitted an unlimited number of instances of server software, as further described in this agreement.

2. Definitions

- a. **Additional Software.** Additional software is defined as those listed here: (aka.ms/additionalsoftware).
- b. **Assigning a License.** To assign a license means to designate that license to one device or one user.

- c. **Clustered HPC Applications** are high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks that are coordinated by a job scheduler, such as provided by Microsoft HPC Pack or similar HPC middleware that distributes these in parallel across one or more computers operating within an HPC cluster.
- d. **Core License.** A core license is the license required to license one physical core within a server. A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- e. **High Performance Computing (“HPC”) Workload** is a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement, and systems management on a Cluster Node to support the Clustered HPC Applications. *Cluster Node* is a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.
- f. **Instance.** You create an “instance” of software by executing the software’s setup or install procedure or by duplicating an existing instance. *Run an Instance.* You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- g. **Operating System Environment.** An “operating system environment” is:
 - i. all or part of a physical or virtual (or otherwise emulated) operating system instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications (if any), configured to run on the operating system instance or parts identified above.
 - (a) *Physical operating system environment* is configured to run directly on a physical hardware system. The physical operating system instance used to run hardware virtualization software (e.g., Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technologies) is considered part of the physical operating system environment.
 - (b) *A virtual operating system environment* is configured to run on a virtual (or otherwise emulated) hardware system.
 - ii. A physical hardware system can have either or both of the following:
 - (a) one physical operating system environment, and
 - (b) one or more virtual operating system environments.

- h. Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- i. Web Workloads** (also referred to as "Internet Web Solutions") are publicly accessible and consist solely of web pages, websites, web applications, web services, and/or POP3 mail services. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to you or your affiliates' employees.

You may use the software in Internet Web Solutions to run: (1) web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent), (2) database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions, (3) the Domain Name System service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software. Any other usage of the software is not considered to be a Web Workload.

- j. Windows Server Container** (without Hyper-V isolation) is a feature of Windows Server software.
- k. Windows Server Container with Hyper-V isolation** (formerly known as Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host a Windows Server Container is considered one virtual operating system environment.

3. How to License Server Software

- a. Licensing a Server.** Properly licensed software grants you the right to install and run a certain number of instances of the server software on a server. Before you run these instances, you must determine the number of required core licenses per server (subsection 3.b) and assign those core licenses to that server as described below.

Manufacturer or Installer License. If you obtained the software from a manufacturer or installer, you are licensed for 16 cores; additional core licenses may be included in the manufacturer's or installer's server packaging. Any such additional licenses you acquire from the manufacturer or installer will also be subject to these license terms and any other additional terms included with those additional licenses. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging, which will indicate the total number of core licenses assigned to the server by the manufacturer or installer.

- b. Determining the Number of Licenses Required.** To license a server, all physical cores in the server must be licensed.

- i. Each server is required to be licensed with a minimum of 16 core licenses.
- ii. Each physical processor is required to be licensed with a minimum of eight core licenses.

If the number of physical cores in the server exceeds the minimum 16-core license requirement, you may need additional core licenses to cover the additional physical cores, except as provided for in subsection 3.c.i(b) and 3.c.ii(b).

- iii. *Manufacturer or Installer.* If the number of physical cores in the server exceeds the minimum 16-core license requirement, you need additional core licenses to cover the additional physical cores. If you obtained the software from a manufacturer or installer, physical cores that are disabled for use by an operating system do not need to be licensed; this exemption does not reduce the minimum number of core licenses required as described in this section.

c. Assigning the Required Number of Licenses to the Server

- i. *Manufacturer or Installer.* If you obtained the software from a manufacturer or installer:
 - (a) **Initial Assignment.** The software license is assigned to the server with which you acquired the software, except as provided below. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
 - (b) **Reassignment.**

You may reassign core licenses to another server. If you reassign a core license to another server, you must delete the software from the previous licensed server prior to the installation of the software on the designated licensed server. If you reassign a core license, the server to which you reassign the license becomes the new licensed server for that core license. You may need additional core licenses to cover all of the physical cores in the new server.
- ii. *Microsoft.* If you obtained the software from Microsoft (not via a manufacturer or installer):
 - (a) **Initial Assignment.** After you determine the number of core licenses you need for a server, you must assign that number of core licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
 - (b) **Reassignment.** You may reassign core licenses to another server. If you reassign a core license to another server, you must delete the software

from the previous licensed server prior to the installation of the software on the designated licensed server. If you reassign core licenses, the server to which you reassign the licenses becomes the new licensed server for those core licenses. You may need additional core licenses to cover all of the physical cores in the new server.

d. Running Instances of the Server Software

Windows Server Standard

- i. For each server to which you have assigned the required number of core licenses as provided in Section 3.b., at any one time you may run the server software in:
 - one physical operating system environment,
 - up to two virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.
- ii. If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - run hardware virtualization software,
 - provide hardware virtualization services,
 - run software to manage and service operating system environments on the licensed server.
- iii. If you want to run additional instances of the server software as set forth in this Section 3.d., you may need to acquire additional licenses to the server as described in Section 3.b.

Windows Server Datacenter

- i. For each server to which you have assigned the required number of core licenses as provided in Section 3.b. you may run, at any one time:
 - one physical operating system environment,
 - any number of virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.

- e. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software (to which additional fees may sometimes apply) only with the server software. For a list of additional software, see (aka.ms/additionalsoftware).
- f. Creating and Storing Instances on Your Servers or Storage Media.** For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- g. Restrictions.** The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:
- work around any technical restrictions or limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;
 - use the software's files and components within another operating system or application running on another operating system;
 - publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system;
 - use the software for commercial software hosting services; or

- 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- h. Included Microsoft Programs.** The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.
- i. Updates.** The software periodically checks for system updates and may install 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. Transferring software to another device may impact the ability of the device with the transferred software to receive system updates as this is dependent on the hardware compatibility to which the software is transferred, and not guaranteed by Microsoft in light of its silicon support policies (see aka.ms/processorsupport).
- j. Backup Copy.** You may make a single copy of the software for backup purposes. You may use it only to create instances of the software.
- k. 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. Preview.** You may choose to use preview, insider, beta or other pre-release versions of the software ("previews") that Microsoft may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, **previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.** Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

- 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” and no warranty, implied or express (including the Limited Warranty), applies to these versions.**
 - iii. **NFR.** You may not sell software marked as “NFR” or “Not for Resale.”
 - iv. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit (aka.ms/academicedition) or contact the Microsoft affiliate serving your country.
- I. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

4. Windows Server Client Access Licenses (CALs)

a. Types of CALs and Assignment

There are two types of CALs: one for devices and one for users. You may use a combination of device and user CALs.

- i. Device CAL. Permits one device, used by any user, to access an instance of the server software on your licensed servers.
- ii. User CAL. Permits one user, using any device, to access an instance of the server software on your licensed servers.

Assignment. You must acquire and assign the corresponding version of the appropriate CAL to each device or user that directly or indirectly accesses your instances of the server software. A hardware partition or blade is considered to be a separate device.

Your CALs also permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version (e.g., under downgrade rights (see section 5.b.)), you may also use CALs corresponding to that earlier version.

Reassignment. You may:

- reassign a CAL to another device or user, but not less than 90 days since the last reassignment of that same CAL, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user’s employment or contract or (iii) temporary reallocation to cover a user’s absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to

the former user.

- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

Exceptions. You do not need CALs for:

- any of your servers already licensed to run instances of the server software (i.e. for licensed server to access another licensed server);
- up to two devices or users to access your instances of the server software only to administer those instances;
- any instance running in a physical operating system environment used solely to:
 - run hardware virtualization software;
 - provide hardware virtualization services;
 - run software to manage and service operating system environments on the licensed server.
- any user or device that accesses a Web Workload or HPC Workload.

Additional CALs. Some server software functionality requires additional CALs, some of which are listed below:

- Windows Server Remote Desktop Services: the corresponding version of the Windows Server Remote Desktop Services CAL.
- Windows Server Active Directory Rights Management Services: the corresponding version of the Windows Server Active Directory Rights Management Services CAL.

- b. Windows Server Remote Desktop Services.** In addition to a Windows Server CAL, you must acquire the corresponding version of Windows Server Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality, (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology), or (iii) accesses the Multipoint Services functionality. For more information about Windows Server Remote Desktop Services CALs, visit (aka.ms/windowsrds).

- c. **Windows Server Active Directory Rights Management Services CALs.** In addition to a Windows Server CAL, you must acquire the corresponding version of Windows Server Active Directory Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server Active Directory Rights Management Services functionality.
- d. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server CALs.
- e. **Multiplexing.** Multiplexing or pooling to reduce direct connections with the software does not reduce the number of licenses of any type that you need.

5. Additional Licensing Provisions.

- a. **Transfer.** Any transfer of the software and the right to use it, are governed by applicable law. As set forth in Section 3(i), transferring software to another device may impact the ability of the device with the transferred software to receive system updates.
- b. **Downgrade Rights.** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the following editions of the software for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle):

For **Windows Server Standard**

- Windows Server Standard
- Windows Server Essentials
- Windows Server Foundation
- Windows Server Enterprise
- Windows Web Server
- Windows HPC Server Operating System

For **Windows Server Datacenter**

- Windows Server Datacenter
- Windows Server Standard

- Windows Server Essentials
- Windows Server Foundation
- Windows Server Enterprise
- Windows Web Server
- Windows HPC Server Operating System

This agreement applies to your use of the earlier versions of the editions listed above. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store, or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for all cores in the physical server in accordance with Section 3 of this agreement. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of these editions apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions or other editions to you. At any time, you may replace an earlier version or edition with this version and edition of the software.

- c. **Data Storage Technology.** The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
- d. **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.
- e. **Icons, images, and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds, and media provided with the software are for your non-commercial use only.
- f. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- g. **Adobe Flash Player.** 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.
- h. **Third Party Components.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.

Manufacturer or Installer. For software obtained from a manufacturer or installer, the software may include third party components that the manufacturer or installer, not the third party, licenses to you under this agreement. Notices, if any, for the third party components are included for your information only.

i. Additional Notices.

- i. **H.264/AVC, 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.

- ii. **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.

- 6. Privacy; Consent to Use 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.
- 7. Activation and Validation.** You shall use the appropriate product key for activation and validation of the software. Your right to use the software after the time specified in the software may be limited unless it is activated. You are not licensed to continue using the software if it has unsuccessfully attempted to activate and you may not circumvent activation or validation. In either case, Internet, telephone and SMS service charges may apply.
- 8. Geographic and Export Restrictions.** If the 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 or provided with the device by the manufacturer.** 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. 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, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.

11. 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 can choose to stop receiving updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.
- c. European Union.** The academic use restriction in Section 3.k.(iv) above 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/limitations) for a current list of regional variations.

- 12. Entire Agreement.** This agreement (including the limited warranty below), the terms accompanying any software supplements, updates, and services that you use (whether provided by the manufacturer, installer or Microsoft), 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. 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 above linked terms.

Warranty provision for Retail

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).

Warranty provision for OEM

Limited Warranty

The device manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-day term of this limited warranty, Microsoft provides this limited warranty for them. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of the manufacturer or installer, or Microsoft. The limited warranty starts when the first user acquires the software and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from the manufacturer or installer, or Microsoft, during that 90-day period are also covered, but only for the remainder of that 90-day period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

The manufacturer or installer, and Microsoft, give no other express warranties, guarantees, or conditions. **The manufacturer or installer, and Microsoft, exclude all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows. You may have additional consumer rights under your local laws, which this agreement cannot change.**

If the manufacturer or installer, or Microsoft, breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the device on which the software was preinstalled) for a refund of the amount paid, if any. The manufacturer or installer (or Microsoft if you acquired them directly from Microsoft), may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. **These are your only remedies for breach of 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 the manufacturer or installer, or Microsoft, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory, recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if the manufacturer or installer, or Microsoft, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply

to you. **If your local law allows you to recover damages from the manufacturer or installer, or Microsoft, even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).**

Warranty Procedures

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

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

1. United States and Canada. For 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).