

## Microsoft End User License Agreement for the stand-alone Microsoft Pix app

This is a legal agreement between you and Microsoft Corporation (“Microsoft”). Please read it.

The stand-alone Microsoft Pix app (“Microsoft Pix”) is or will be installed on your device. You can withdraw your consent for installing Microsoft Pix and updates to Microsoft Pix by uninstalling it.

This agreement applies to the “app”, which is the version of Microsoft Pix on your device and any Microsoft (i) updates, (ii) supplements, (iii) internet-based services, and (iv) support services for Microsoft Pix, unless other terms accompany those items.

By using or installing the app, you accept this agreement. If you do not accept, do not use or install the app. If you comply with this agreement, you have the rights described below.

### 1. SCOPE OF RIGHTS.

a. **License Grant.** Subject to this agreement, you may install and use the app on your device.

b. **Third Party Programs.** The app may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party programs are included for your information only.

2. **PRIVACY & CONSENT TO USE DATA.** Your privacy is important to us. Some of app features may send or receive information when they are used. 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 (<https://aka.ms/privacy>), below, and within the app.

### 3. INTERNET-BASED SERVICES.

a. **Internet-enabled Features.**

The app may contain internet-enabled features and social functionality. When these features are used, they transmit certain standard computer information (“Standard Computer Data”) to Microsoft. Standard Computer Data may include information about your computing environment such as IP address, network status, operating conditions and information about devices and software used with the app.

The app may contain internet-enabled features that transmit performance or usage information to Microsoft (“Experience Data”). Experience Data may include information about your computing environment, and performance and reliability, such as how quickly the software and services respond when you click a button or how many problems you experience with the app. Experience Data may also include information about your use of the app, such as the features used most often or how frequently you launch the app. If you opt-in to provide photos and related data from the app to Microsoft, that information is also considered Experience Data.

The app may retrieve content from Microsoft to display in the app, such as advertisements or content that other people have created using the app and shared publicly.

The app may update automatically. You agree to receive updates without any additional notice, and permit Microsoft to download and install them for you. You agree to obtain the app and any updates only from Microsoft or Microsoft authorized sources.

- b. **Use of Information.** Microsoft may use data we collect from the app to operate, improve and personalize Microsoft products and services. Microsoft may share some data, excluding photos, with our partners to improve how their products and services work with Microsoft's products and services.
  - 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.
4. **RESERVATION OF RIGHTS.** The app is licensed, not sold. This agreement only gives you some rights to use the app. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the app only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the app that only allow you to use it in certain ways. You may not
  - work around any technical limitations in the app;
  - reverse engineer, decompile or disassemble the app, except and only to the extent that applicable law expressly permits despite this limitation;
  - distribute the app or publish the app for others to copy;
  - rent, lease or lend the app; or
  - use the app as server software, for commercial hosting, make the app available for simultaneous use by multiple users over a network, install the app on a server and allow users to access it remotely, or install the app on a device for use only by remote users, or
  - transfer the app or this agreement to any other person.
5. **FEEDBACK.** If you give feedback about the app to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that would require Microsoft to license its software to third parties on specific terms if we use or distribute the feedback.
6. **NO SUPPORT.** Microsoft is under no obligation to provide any support, updates, or additional materials for the app.
7. **EXPORT RESTRICTIONS.** The app 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 app. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
8. **ENTIRE AGREEMENT.** This agreement is the entire agreement for the app.

9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect provided the intent of the parties can be preserved.
10. **GOVERNING LAW AND VENUE.** This agreement is governed by and construed in accordance with the laws of the state of Washington (USA), without reference to its choice of law principles to the contrary. Each party hereby consents to the jurisdiction and venue of the state and federal courts located in King County, Washington, with regard to any suit or claim arising under or by reason of this agreement.
11. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
12. **NO ASSIGNMENT.** You may not assign this agreement or any rights or obligations hereunder, except with Microsoft's express written consent. Any attempted assignment in violation of this section will be void.
13. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. THE APP IS PROVIDED AND LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, MICROSOFT EXCLUDES ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF REVENUE, DATA OR USE OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, INCURRED OR SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, BASED ON A WARRANTY OR OTHERWISE, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MICROSOFT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED FIVE U.S. DOLLARS (US \$5). THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS DISCLAIMER AND THE LIMITATION OF LIABILITY ARE FUNDAMENTAL PARTS OF THIS AGREEMENT AND MICROSOFT WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATION.**

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