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## MICROSOFT SOFTWARE LICENSE TERMS

### WINDOWS IOT ENTERPRISE (ALL EDITIONS)

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**IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 8. 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. If you are a volume license customer, use of this software is subject to your volume license agreement rather than this agreement.

This agreement describes your rights, obligations, 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 mail, calendar, contacts, music and news that are included with Windows, unless other terms apply. If this agreement contains terms regarding a feature or service not available on your device, 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 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 <https://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; please read them. The services may not be available in all regions.
  - (ii) Microsoft, or the device manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
  - (iii) 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 C:\Windows\Help\en-US\credits.rtf.

#### **2. Installation and Use Rights.**

- a. License.** The software is licensed, not sold. The software license is permanently assigned to the device with which you acquired the software. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), so long as you comply with the terms and restrictions contained in 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 physical hardware system with an internal storage device capable of running the software, or a virtual machine. A hardware partition or blade is considered to be a device.
- c. Restrictions.** The device manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, and no other rights are licensed to you. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):
- (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 or to operate the device as a server, except as permitted under Section 2(d)(iii) below; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, except as permitted under Section 2(d)(vi) below; install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users; a single device may be locally and simultaneously interacted with by up-to two end user operators;
  - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by 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 solely to use the following software features for personal or internal purposes: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This subsection 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 subsection), on any of these other devices.
  - (iv) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
  - (v) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
  - (vi) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource

management, or anti-virus or similar protection. For clarification purposes, an automated teller machine (“ATM”) is not a retail point of service device.

- (vii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. “Desktop functions,” as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
- f. **High Risk Use.**
  - (i) **WARNING: THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE WHERE FAILURE OR FAULT OF ANY KIND OF THE SOFTWARE COULD RESULT IN DEATH OR SERIOUS BODILY INJURY, OR IN PHYSICAL OR ENVIRONMENTAL DAMAGE (collectively “High Risk Use”).** Accordingly, You must design and implement Your hardware and software such that, in the event of any interruption, defect, error, or other failure of the software, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Your High Risk Use of the software is at Your own risk.
  - (ii) **Indemnification.** You agree to indemnify, defend and hold harmless Microsoft from any claims, including claims arising from any High Risk Uses, and inclusive of attorneys’ fees, related to the distribution or use of Your devices, except to the extent that any intellectual property claim is based solely on the unmodified software.
- 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 available at <https://aka.ms/privacy>, and as may be described in the user interface associated with the software features.
- 4. **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. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see <https://aka.ms/genuine>. Certain updates, support, and other services might be offered only to users of genuine Microsoft software.
- 5. **Updates.** The software periodically checks for system and app updates, and may download and 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. To the extent automatic updates are enabled on your device, by accepting this agreement, or using the software, you agree to receive these types of automatic updates without any additional notice.
- 6. **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 <https://aka.ms/exporting>.
- 7. **Device Manufacturer and Installer Support and Refund Procedures.** 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 <https://aka.ms/mssupport>. If you are seeking a refund, contact the device 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.

**8. 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, upon receipt of a Notice of Dispute, 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, request for public injunctions, and any other proceeding or request for relief 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, software installer, and our affiliates.

- 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 device manufacturer or installer, or you and Microsoft, concerning the software (or software to which this agreement applies including other Windows apps), its price, marketing, communications, your purchase transaction, billing, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Send a Notice of Dispute before arbitration.** If you have a dispute that our customer service representatives can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute by U.S. Mail to the device manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, you must first mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, or submit the form electronically. The Notice of Dispute form is available at <https://go.microsoft.com/fwlink/?LinkId=245499>. Complete that form in full, with all the information it requires. We'll do the same if we have a dispute with you. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this Section 8.
- c. **Small claims court option.** Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).
- 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 less than \$75,000 USD whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see <https://aka.ms/adr>. **This agreement governs to the extent it conflicts with any applicable AAA rules.** To initiate an arbitration, submit the Demand for Arbitration form available at <https://go.microsoft.com/fwlink/?LinkId=245497> to the AAA and mail a copy to the device manufacturer or installer (or to Microsoft if your dispute is with Microsoft). The form must contain information that is specific to you and your claim. In a dispute involving \$25,000 USD or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business). 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, but not relief that would affect non-parties.**

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney-general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this agreement.

If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree that these claims will be "Related Cases." Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this Section 8; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to informally resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this Section 8. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

**e. Arbitration fees and payments.**

- (i) **Disputes involving less than \$75,000 USD.** The device 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 (i) the dispute involves less than \$75,000 USD; and before initiating arbitration (ii) you complied with all pre-arbitration requirements in this Section 8, including, if applicable, the Related Cases paragraph. Otherwise, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses. If, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, the device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will pay you: (i) the amount of the award or \$1,000 USD (whichever is more); (ii) any reasonable attorney's fees you incurred; and (iii) any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.
- (ii) **Disputes involving \$75,000 USD or more.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

**f. Severability.** If, after exhaustion of all appeals, a court finds any part of this Section 8 unenforceable as to any claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of Section 8 is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).

**g. 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 device manufacturer or installer to resolve disputes through informal negotiation and arbitration.

**9. 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. In the United States, the FAA governs all provisions relating to arbitration.

**10. 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 device manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies under the Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:
  - (i) support and refund policies referred to in Section 7 are subject to the Australian Consumer Law;
  - (ii) the Australian Consumer Law consumer guarantees apply to the evaluation software described in

Section 11(d)(i); and

- (iii) our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this subsection, "goods" refers to the software for which Microsoft, or the device manufacturer or installer provides the express warranty. 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.

To learn more about your rights under the Australian Consumer Law, please review the information at <https://aka.ms/acl>.

- 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. **Germany and Austria.**

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

Subject to the preceding sentence, the device manufacturer or installer, or Microsoft will only be liable for slight negligence if the device manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfilment 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 device manufacturer or installer or Microsoft will not be liable for slight negligence.

- d. **Other regions.** See <https://go.microsoft.com/fwlink/?LinkId=534978> for a current list of regional variations

## 11. 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. **Codec Notices:**

- i. **H.264/AVC Video Standard.** This product includes AVC coding technology. MPEG LA LLC requires this notice:

This product is licensed under the AVC patent portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the AVC standard ("AVC VIDEO") and/or (ii) decode AVC 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 AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with AVC Standard compliant technologies for distribution to third parties.

- ii. **VC-1 Video Standard.** This product includes VC-1 coding technology. MPEG LA LLC requires this notice:

This product is licensed under the VC-1 Patent Portfolio license for the personal and non-

commercial use of a consumer to (i) encode video in compliance with the VC-1 standard ("VC-1 Video") and/or (ii) decode vc-1 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 VC-1 video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with VC-1 Standard compliant technologies for distribution to third parties.

- 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) **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.**
12. **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 device 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 device 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 <https://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 Privacy Statement <https://aka.ms/privacy>
  - Microsoft Services Agreement <https://aka.ms/msa>

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**NO WARRANTY**

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.