

Microsoft Teams App Developer Agreement

Last updated February 16, 2017

Thank you for your interest in publishing in the Microsoft Teams App Gallery (as defined below). This Microsoft Teams App Developer Agreement (“**Agreement**”) describes the relationship between you and Microsoft Corporation (“**we**” or “**us**”) and governs the publication of any Offering (as defined below).

By clicking to accept and/or by submitting an Offering to Microsoft for publication on the Teams App Gallery, you represent and warrant to us that you have the authority to accept this Agreement, and you agree to be bound by its terms. If you are an individual representing an entity, you represent and warrant to us that you have the appropriate authority to accept this Agreement on behalf of such entity.

SECTION 1 Definitions.

- (a) “**Affiliate**” means any legal entity that you directly or indirectly have ownership of 50% or more of the entity, or the right to direct the management of the entity.
- (b) “**Microsoft Affiliate**” means Microsoft Corporation and any legal entity that Microsoft Corporation directly or indirectly has ownership of 50% or more of the entity, or the right to direct the management of the entity and any Microsoft Special Affiliate. “*Microsoft Special Affiliate*” means (i) any entity partially owned by Microsoft or a Microsoft Affiliate in any particular geography through which: (a) Microsoft or a Microsoft Affiliate is conducting its primary business in the applicable geography through such entity; (b) such entity has not been set up to frustrate the purposes of the license limitations in this Agreement; and (c) either (1) Microsoft or a Microsoft Affiliate owns less than 50% of its equity interest due to regulatory requirements in that market that prohibit 50% or more ownership, or (2) the entity is in China and Microsoft or a Microsoft Affiliate owns at least 45% of the entity’s equity interest; or (ii), in a given country, a third-party entity that is not owned by Microsoft but that is contractually obligated to deliver to end users a localized instance of a Microsoft product and/or service in that country.
- (c) “**Customer**” means any Microsoft customer or end user who acquires, makes use of, or otherwise views an Offering published through the Teams App Gallery.
- (d) “**Customer Data**” means all data, including all text, sound, video, or image files, and software that are provided to you by, or on behalf of, Customers through their use of your Offerings.
- (e) “**Customer Information**” means any information that you collect through the Teams App Gallery or that we provide to you, in our discretion, about Customers who have accessed your Offerings, which may include contact information or, with respect to your Offerings, usage information.
- (f) “**Documentation**” means the business policies and requirements for publishing on the Teams App Gallery, as may be provided by Microsoft.
- (g) “**Listing Information**” means the information and images accompanying an Offering that identify such Offering, including the name, description, URL, logo, Terms of Use URL, Privacy Statement URL, and other features of the Offering, as specified by you in connection with your request to publish the Offering or otherwise and as may be provided by you in the manifest.
- (h) “**Offering**” means your service that Customers may access through the Teams App Gallery and that will include any content, software, data, media, or service published or proposed to be published or accessed as part of your service in the Teams App Gallery under this Agreement.

- (i) **“Privacy Statement”** means a privacy statement that describes your practices regarding collection and use of Customer Data and Customer Information, as specified in the Listing Information associated with your Offering.
- (j) **“Teams App Gallery”** means a limited repository of links to Offerings published by Microsoft and various third-party publishers, inclusive of bots and tabs, available through Microsoft Teams and including any successor, similar or replacement versions of Microsoft Teams, regardless of whether or not marketed or promoted under the same name.
- (k) **“Terms of Use”** means the legal terms under which you grant Customers the right to use or access your Offering, as specified in the Listing Information associated with your Offering.

All other capitalized terms that are not defined in this **Section 1** shall have the meanings assigned in the text of this Agreement.

SECTION 2 Submission, Approval, and Publication of Offerings.

- (a) **Submission Process.** You must submit a request for each Offering that you wish to publish in the Teams App Gallery. We may approve or reject any proposed Offering in our sole discretion, and may condition our approval on your making modifications to the Offering or its Listing Information. You are responsible for ensuring that the Listing Information associated with your Offering is accurate and does not violate third parties’ intellectual property rights, including third-party rights in trademarks or icons. We may require information from you to test an Offering. Following our approval of an Offering, we may publish the Offering in the Teams App Gallery, subject to the terms and conditions of this Agreement, the Listing Information provided with your request, and your compliance with the Documentation.
- (b) **Presentation of Offerings.** We reserve the right to determine the manner in which all Offerings are presented and promoted in the Teams App Gallery. We may display your Listing Information in connection with your Offering, as well as other information designed to inform Customers that the Offering is provided by you, what content is included within the Offering, the life-cycle of any software in the Offering, and support options with respect to the Offering, as applicable.
- (c) **Terms for Publisher Marks.** During the term of this Agreement you hereby grant us a non-exclusive, royalty-free, license to display your trademarks and logos (**“Publisher Marks”**), as provided to us, in connection with the marketing and promotion of your Offerings or the Teams App Gallery. You are the owner and/or authorized licensor of the Publisher Marks. As between the parties, all goodwill associated with the Publisher Marks shall inure to your benefit. We may reformat or resize Publisher Marks as necessary and without altering the overall appearance of the Publisher Marks. You may notify us at any time if you believe that we are misusing your Publisher Marks, and we will correct such use within a reasonable time.

SECTION 3 Licensing of Offerings and Support.

- (a) **Licensing of Offerings.** You are responsible for licensing or otherwise granting rights to your Offerings to Customers. Such licenses and grants will be between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no rights or license to your Offerings through the operation of the Teams App Gallery or through enabling you to provide your Offerings through the Teams App Gallery.
- (b) **Support.** You are responsible for supporting your Offerings, including maintaining web endpoints required for Customers to access your Offerings in the Teams App Gallery. You will ensure that

any support options described in your Listing Information remain available to Customers for as long as the relevant Offering is available in the Teams App Gallery or is otherwise provided to Customers during any Wind-Down Period. You must provide commercially reasonable support to Customers for inquiries related to deployment of Offerings via the Teams App Gallery. You must make technical support contacts available to Microsoft via e-mail and telephone for notification in the event that there are any technical problems with any Offering. If we contact you regarding a problem that requires your support, you must respond promptly and provide a resolution within a commercially reasonable period of time. You agree to work with us to identify or isolate root cause issues and fixes in necessary scenarios. Our sole obligation with respect to customer service for any Offering is to make your customer service contact information reasonably available to Customers. You will ensure that the contact information you provide us associated with each Offering remains accurate and current.

SECTION 4 Privacy.

- (a) Use of Customer Information and Customer Data.** Your use of Customer Data must comply with your Privacy Statement. You may use Customer Information only to provide your Offering in the Teams App Gallery, to contact Customers to the extent permitted in **Section 4(c)**, to prevent fraud, or to provide support.
- (b) Privacy Statement.** Your Privacy Statement must (i) comply with applicable laws and regulations; (ii) inform Customers about any Customer Data or Customer Information that you collect and how that information is used, stored, secured, and disclosed; and (iii) describe the controls that Customers have over the use and sharing of their Customer Data and Customer Information and how they may access their data and information. Microsoft's privacy policies apply solely to Customers' use of Microsoft services and will not apply to Customers' use of any third-party Offering.
- (c) Communications with Customers.** You may use Customer Information to contact Customers for Transactional Purposes only. You may not contact any Customer for Promotional Purposes unless the Customer has provided affirmative, opt-in consent to receive such communications from you or unless as otherwise instructed by Microsoft. **"Transactional Purposes"** encompasses communications directly related to the provision or operation of your Offering and includes communications about support for your Offering, service downtime, changes to your Terms of Use or Privacy Statement. **"Promotional Purposes"** encompasses communications related to offering or advertising products or services, feedback requests, links to training or other resources, and any other communications that are not solely for Transactional Purposes. Your communications with Customers must comply with all applicable laws.

SECTION 5 Removal of Offerings.

- (a) Control and Compliance.** You will solely select and control the Offering. You must comply with the applicable content guidelines as provided in Documentation. Third parties or governments may claim that the Offering, including content within the Offering, must be changed or removed. If we receive notice of such a claim, we may refer it to you for resolution. If you receive notice of such a claim, you will promptly and professionally respond. You must also resolve the claim so as to keep in compliance with this Agreement and the law. While we are not required to review the Offering, we may notify you that certain content is objectionable or must be removed. If you receive such a notice, you must remove the content as soon as reasonably practicable and take all steps necessary to comply with this Agreement and the law. If you discover that your Offering is objectionable or illegal, you must work with Microsoft immediately to repair the Offering or remove or replace the applicable content. You must use commercially reasonable efforts to obtain

for yourself and us any liability limitations or “safe harbor” clauses under applicable law. You are subject to our DMCA policies. Our DMCA policies are currently located at <http://www.microsoft.com/info/cpyrtlnfrg.htm>.

- (b) **Removal by Publisher.** You may request removal of an Offering from the Teams App Gallery by sending a request pursuant to **Section 10(b)**. We will remove your Offering from the page in the Teams App Gallery where new users can connect to your Offering within 30 days of receipt of such request so that Customers cannot add the Offering. Existing Customers will have the right to continue to use the Offering for the Wind-Down Period (as defined below). For clarity, existing Customers will have 90 days to continue to use the Offering after you have provided us notice of your intent to remove the Offering.
- (c) **Removal by Microsoft.** We reserve the right to remove or suspend the availability of any Offering from the Teams App Gallery or immediately suspend or remove the interoperability between the Teams App Gallery and your Offering, for any reason or no reason. Reasons may include, without limitation, (i) your breach of the terms of this Agreement, which includes the Documentation; (ii) inconsistency between your Offering and its Listing Information; (iii) an assertion or claim that your Offering or content within your Offering infringes the intellectual property rights of a third party; (iv) complaints about the content or quality of your Offering; or (v) failure to provide adequate support to Customers or to Microsoft in accordance with this Agreement.
- (d) **Effect of Removal.**
 - (i) We may notify existing Customers that your Offering will be removed and may no longer be used after a specific date. You agree that we will have no responsibility or liability for Customers’ unauthorized use of your Offering after access to your Offering has been removed from the Teams App Gallery.
 - (ii) Before an Offering is removed, existing customers will be able to continue to use the Offering for 90 days (“**Wind-Down Period**”), at Microsoft’s discretion. You must continue to provide any services that are part of your Offering to each existing Customer during that Customer’s Wind-Down Period.
 - (iii) Except in cases where removal is legally required or is otherwise necessitated by compelling circumstances, such as fraud, a claim of intellectual property infringement, or your material breach of this Agreement, we will not remove any Offering prior to completion of its Wind-Down Period.

SECTION 6 Confidentiality and Data Protection.

- (a) **Confidentiality.** We will each comply with the terms of any nondisclosure agreement currently in force between us. If no such agreement exists, the recipient of Confidential Information under this Agreement will hold such information in confidence, and will not use or disclose any of the information to a third party, except contractors who are performing on the receiving party’s behalf and only subject to confidentiality terms at least as protective as this section. “**Confidential Information**” means all information that a party designates as confidential or a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include information that is or becomes known to the receiving party without a breach of this agreement or any other confidentiality obligation owed to a disclosing party. This section does not prohibit either party from responding to lawful requests from law enforcement authorities.
- (b) **Data Protection.** Each party will comply with all applicable data protection and privacy legislation

in connection with its performance hereunder.

SECTION 7 Warranties. You represent, warrant, and undertake to Microsoft that:

- (a) You have obtained any and all consents, approvals, and licenses (including written consents of third parties where applicable) required for you to make your Offerings available in the Teams App Gallery;
- (b) Our exercise of the rights granted by you under this Agreement will not obligate us or Microsoft Affiliates to pay any third party any amounts;
- (c) Information that you provide to us under or in connection with this Agreement is true, accurate, current, and complete; and
- (d) In carrying out your obligations set forth in this Agreement, you are in compliance with all applicable laws, including privacy laws.

SECTION 8 Disclaimer, Limitation of Liability, and Defense of Claims.

- (a) **DISCLAIMER OF WARRANTY.** AS TO YOU AND YOUR OFFERINGS, WE PROVIDE THE TEAMS APP GALLERY "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF PUBLISHING YOUR OFFERINGS THROUGH THE TEAMS APP GALLERY FOR USE BY CUSTOMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANT TEAMS APPILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT RELATING TO THE TEAMS APP GALLERY. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE TEAMS APP GALLERY WILL BE UNINTERRUPTED OR ERROR FREE.
- (b) **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED IN **SECTION 8(d)**, EACH PARTY'S AND ITS AFFILIATES' (YOUR AFFILIATES OR MICROSOFT AFFILIATES, AS APPLICABLE) LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO \$5,000. EACH PARTY AGREES NOT TO SEEK, AND EACH PARTY EXPRESSLY WAIVES, ANY RIGHT TO RECOVER ANY OTHER LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU IF YOUR STATE OR COUNTRY DOES NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES.
- (c) **Scope.** For clarity, the disclaimer and limitation of liability provisions in this **Section 8** pertains to you solely in your capacity as a publisher in the Teams App Gallery.
- (d) **Duty to Defend.** You agree to defend, indemnify, and hold harmless us and Microsoft Affiliates, as applicable, from and against (including by paying any associated costs, losses, damages, expenses, and attorneys' fees) any and all third-party claims:
 - (i) alleging that your Offering or Listing Information infringes any proprietary or personal right of a third party;
 - (ii) arising from any dispute between you and a Customer relating to your Offering or use of Customer Data or Customer Information; or
 - (iii) that, if true as alleged, reflect your breach of this Agreement.

We will (A) notify you promptly in writing of the claim, provided that our failure to notify you will not relieve you of any liability except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You agree to reimburse us or Microsoft Affiliates, as applicable, for any reasonable out-of-pocket expenses incurred in providing such assistance. You may not make any settlement or compromise of a claim, or admit or stipulate any fault or liability on the part of us or Microsoft Affiliates with respect to any claim covered by this section without our express, prior written consent.

SECTION 9 Term and Termination.

- (a) **General.** This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.
- (b) **Effect of Termination.** Within 30 days of either party's notice of termination, we will remove your Offerings from the Teams App Gallery as described in **Section 5**, which includes being subject to any applicable Wind-Down Period. Sections of this Agreement that, by their terms, require performance or establish rights or protections after the termination or expiration of this Agreement will survive.

SECTION 10 Miscellaneous.

- (a) **Affiliates.** We may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. We may also appoint one or more Microsoft Affiliates to act as our agents in different regions.
- (b) **Notices.** All notices that you provide to us under this Agreement must be sent to the following email alias: microsoftteamsdev@microsoft.com. We may disclose your contact information as necessary for us to administer this Agreement through Microsoft Affiliates and other parties that help us administer this Agreement. We may send you, in electronic form, information about the Teams App Gallery, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified or used when submitted your Offering to the Teams App Gallery. Notices emailed to you will be deemed given and received when the email is sent.
- (c) **Reservation of Rights.** Except as expressly provided, nothing in this Agreement transfers, conveys, or grants any right, title, or interest in any software or other materials exchanged by the parties. Each party reserves all rights not expressly granted.
- (d) **No Exclusivity.** Each party acknowledges and agrees that the rights granted to and obligations due to the other party in this Agreement are intended to be non-exclusive and therefore that nothing in this Agreement will be deemed or construed to prohibit either party from engaging in or participating itself or with one or more third parties in business arrangements similar to or competitive with those described herein.
- (e) **Jurisdiction and Governing Law.** This Agreement will be governed by the laws of the State of Washington, excluding its conflicts of laws, of the United States of America. All claims brought relating to this Agreement will be brought exclusively in the federal courts in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Washington State courts in King County, Washington. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

- (f) **Costs.** Each party is solely responsible for all costs and expenses incurred by it in connection with its performance of this Agreement.
- (g) **Responding to Claims.** If we receive a claim from a third party requesting that your Offering be changed or removed, we may refer that claim to you. You must comply with the notice as soon as reasonably practicable, together with any other requirements in Microsoft's Notice and Takedown policies at <https://www.microsoft.com/info/cpyrtlnfrg.aspx>. If you discover that your Offering violates the terms of this Agreement, you must immediately notify us and work with us to cure the violation.
- (h) **Waiver.** Either party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- (i) **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.
- (j) **Assignment.** Neither party may assign this Agreement (or any rights or duties under it) without the other party's prior written consent, provided that either party may assign this Agreement without the other party's consent (i) to an Affiliate or Microsoft Affiliate, as applicable, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of its assets. Either party who assigns this Agreement as permitted in this **Section 12(j)** shall provide the other party with prompt notice of such assignment. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- (k) **Subcontractors.** We may sublicense our rights under this Agreement to third parties or otherwise authorize third parties to assist us in performing our obligations or exercising our rights under this Agreement. We will, subject to the terms of this Agreement, be responsible for the performance of such third parties.
- (l) **Force Majeure.** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event, including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, or other causes beyond the reasonable control of the party seeking recourse. The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use reasonable efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event ends. Lack of funds will not constitute an event of force majeure.
- (m) **Relationship of Parties.** Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.
- (n) **Updates.** We may update this Agreement from time to time. If we update this Agreement, we will post new terms and conditions on the site where this Agreement is posted (or a successor site) and will indicate the last date on which the Agreement was modified at the top of the Agreement. By continuing to make Offerings available in the Teams App Gallery after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must terminate this Agreement.
- (o) **Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.