

# **MICROSOFT POWER PLATFORM / COPILOT STUDIO**

## **PREVIEW TERMS OF SERVICE FOR**

### **POWER APPS CODE APPS**

MAY 2025

YOUR USE OF THE SERVICES IS CONFIDENTIAL AND GOVERNED BY THE TERMS OF YOUR NON-DISCLOSURE AGREEMENT WITH MICROSOFT. PLEASE DO NOT DISCLOSE YOUR EXPERIENCES USING THE SERVICES EXCEPT IN ACCORDANCE WITH THAT NON-DISCLOSURE AGREEMENT.

#### **1. WHAT THE AGREEMENT COVERS**

This is an agreement between you ("you" or "your") and Microsoft Corporation, ("Microsoft, "we," "us" or "our"). The terms and conditions of this agreement ("agreement") apply to your access and use of the Microsoft Power Platform / Copilot Studio services preview for POWER APPS CODE APPS features (together with any Microsoft provided data sources, the "Services"). The Services are optional evaluation services offered by Microsoft to select customers and partners to obtain feedback prior to general release. By accessing or using the Services, you accept the terms and conditions of this agreement. If you do not accept them, do not access or use the Services. If you are a subscriber of Power Platform, Copilot Studio or Dynamics 365 services, your Power Platform, Copilot Studio or Dynamics 365 customer agreement applies to your use of Power Platform, Copilot Studio or Dynamics 365 generally while this agreement applies to your use of the Services specifically. For the avoidance of doubt, the Customer Copyright Commitment from your customer agreement does not apply to your use of the Services.

#### **2. DATA**

You bear sole responsibility for any and all data provided to Microsoft through your access to or use of the Services ("Customer Data"), and any software programs or services you use in connection with your access to or use of the Services, including without limitation taking the steps necessary to back up such Customer Data, software programs or services.

#### **3. THE SERVICES**

##### **3.1. Pre-Release Services and Updates.**

The Services provided under this agreement are in a pre-release stage and are only available for a limited time. The Services may not work correctly or the way a commercial version of the Services may function. The Services may experience interruptions and extended downtime during which you may not be able to access Customer Data or other functionality. Updates may be provided throughout the term and such updates may result in deleting the Customer Data or changing of Services functionality. In general, due to the pre-release nature of the Services, some or all of the Customer Data may be lost. Your Customer Data may not be migrated from the Services to any future pre-release or commercial versions that may be released. You are solely responsible for determining the appropriateness of using pre-release services and assume all risks associated with using the Services, including but not limited to risks and costs of program errors, compliance with applicable laws, damage to or loss of, programs or equipment, and unavailability or interruption of operations.

##### **3.2. Future Releases.**

Microsoft may change the Services at any time, including without limitation for a future pre-release or commercial version, and we may not release a future pre-release or commercial version.

##### **3.3. Pre-release Limitations**

Because of their pre-release status, the Services employ lesser or different privacy and security measures than those typically present in a Microsoft enterprise online service. You should not use the Services to process personal data relating to an identified or identifiable natural person or other data that is subject to heightened compliance requirements. The Services or certain features of the Services may operate solely in the United States, and you agree that your Customer Data may be transferred, stored and processed in the United States or any other country in which Microsoft or its affiliates, subsidiaries or service providers maintain facilities.

### 3.4. Access and Use Rights.

You may access and use the Services only through the means we designate for the Services and only in accordance with the terms of this agreement and the policies and procedures we designate for use of the Services. Subject to your acceptance and compliance with this agreement, you may use the Services for the sole purposes of testing the Services internally and providing feedback to Microsoft.

### 3.5. Restrictions.

In using the Services, you may not access or use the Services:

- in a production or “live” operating environment;
- to design or build a competitive service or to otherwise copy the design, functionality or user interfaces within the Services;
- to work around any technical limitations in the Services that only allow you to use it in certain ways;
- to share, publish, rent, lease, lend, sell or transfer the Services to any third party; or for commercial hosting services;
- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Services or impair anyone else’s use of it; or
- in any application or situation where failure of the Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

If you are using the Services in a shared or sandbox environment with other users who do not belong to your organization, you may not interfere with the use of the environment by other users and you may not access, delete, or modify any data, software, information or other materials placed in the environment by other users.

## 4. MICROSOFT GENERATIVE AI SERVICE PREVIEWS

Previews of an Online Service or feature thereof that provides Output Content using generative artificial intelligence technologies, including Previews identified as “Copilot”, are “Microsoft AI Service Previews” or “GAI Previews”. Certain GAI Previews may also be powered by Bing as described in product documentation.

“Output Content” means any data, text, sound, video, image, code, or other content generated by a model in response to Input. “Input” means all Customer Data that Customer provides, designates, selects, or inputs for use by a generative artificial intelligence technology to customize a model or generate output.

- **Responsible Use.** You must use GAI Previews in accordance with the Acceptable Use Policy for Online Services in the Product Terms <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all> (“AUP”) and the Microsoft Enterprise AI Services Code of Conduct (<https://learn.microsoft.com/en-us/legal/ai-code-of-conduct>) (“Code of Conduct”). Without limiting its other remedies, Microsoft may limit your access to or use of Output Content or a GAI Preview if Microsoft has a reasonable basis to believe that the Output Content or your use of a GAI Preview or Output Content violates the AUP or Code of Conduct.
- **Capacity limits.** GAI Previews may be subject to usage limits or capacity throttling as further described in the product documentation. Any such limits or throttling are subject to change in Microsoft’s sole discretion. Microsoft reserves the right to suspend or disable usage that exceeds such limits or throttling.
- **No production use.** GAI Previews are experimental and are not intended to be used in production or in a live operating environment.
- **Product documentation requirements.** Microsoft may provide product documentation regarding appropriate use of the GAI Previews, which is made available online by Microsoft and updated from time to time. You acknowledge and agree that you have reviewed the product documentation for GAI Previews and will use the GAI Previews in accordance with such documentation, including all relevant requirements in the Code of Conduct.
- **Reverse engineering.** You may not use the GAI Previews to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.

- **Extracting data.** You may not use web scraping, web harvesting, or other data extraction methods to extract data from the GAI Previews.
- **Limit on Your use of Output Content.** You will not use, and will not allow third parties to use, the GAI Previews or Output Content from the GAI Previews to create, train, or improve (directly or indirectly) a similar or competing product or service.
- **Intellectual Property Rights.** Microsoft does not own your Output Content.
- **Bing.** For any GAI Previews that are also powered by Bing, as disclosed in the product documentation, your use of Bing is governed by the Microsoft Services Agreement (<https://go.microsoft.com/fwlink/?linkid=2178408>) and the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>). You may only use Bing results within an GAI Preview for commercial use if you are allowed to use the materials by applicable copyright law. The Data Protection Addendum does not apply to your use of Bing within GAI Previews.

## 5. PROPRIETARY RIGHTS; CONFIDENTIALITY

### 5.1. Reservation of Rights; No Other License.

Except for your limited use and access rights to the Services as set forth in this agreement, Microsoft reserves all other rights not expressly granted in this agreement. No additional rights (including implied licenses, rights or covenants) are granted by implication, estoppel or otherwise.

### 5.3. Your Use of the Customer Data.

You represent, and agree to ensure, that you have the necessary rights to any Customer Data, software programs or services that you use in connection with the Services, and that such activities do not infringe the intellectual property or other proprietary rights of any third party. You agree to obtain all necessary rights, and comply with all licenses or other terms, from the rightful owner of such Customer Data, software programs or services that you do not own. You agree to access or use the Services (a) without purporting to subject Microsoft to any other obligations to you or any third party, and (b) solely in a manner that complies with all applicable laws and regulations.

### 5.4. Confidentiality.

The Services, including their user interface, features and documentation, are confidential and proprietary to Microsoft and its suppliers. This and all other information shared under this agreement is confidential information subject to the nondisclosure agreement ("NDA") between you and Microsoft. In the event there is no existing NDA, or if such existing NDA is terminated or otherwise ceases to be in effect, then the remainder of this section applies. For five years after access and use of the Services, you may not disclose confidential information to third parties. You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this agreement. You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that: (i) becomes publicly known through no wrongful act; (ii) you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or (iii) you developed independently. Your duty to protect confidential information survives this agreement.

## 6. NO SUPPORT

We have no obligation to provide any support services for the Services. The Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, extended downtime and other interruptions. During such periods, you may be unable to access or use all of, or a portion of, the Services. Some or all of the Customer Data may be lost. In the event of an outage or interruption that Microsoft determines may cause risk to the Services, Microsoft may determine in its sole discretion to suspend the Services.

FOR THESE REASONS, THE SERVICES ARE EXCLUDED FROM ANY COMMITMENTS MICROSOFT MAKES IN ITS SERVICE LEVEL AGREEMENTS GENERALLY, INCLUDING WITHOUT LIMITATION ANY COMMITMENTS MICROSOFT MAKES IN SERVICE LEVEL AGREEMENTS APPLICABLE TO MICROSOFT POWER PLATFORM, COPILOT STUDIO OR DYNAMICS 365.

## 7. SOFTWARE

If you receive software from us as part of the Services, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you a limited right to use the software only as part of the Services and only for the authorized use of the Services. We reserve all other

rights to such software. You may not disassemble, decompile, or reverse engineer any such software included in the Services, except and only to the extent that the law expressly permits this activity.

Unless we notify you otherwise, your license to use the software provided by us as part of the Services will end when your right to use the Services ends, and you must promptly uninstall the software. We may disable the software at this time.

## **8. Compliance with Trade Laws.**

Microsoft products, software, technology, and services ("Items") may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Items, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws") as well as the global legal compliance standards detailed in the Microsoft Standards of Business Conduct. You will not, and will ensure your Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Agreement immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. You remain responsible for your and your Affiliates' compliance with this section and, to the extent applicable, the Regional Trade Compliance Addendum incorporated herein by reference. For additional information, see <https://go.microsoft.com/fwlink/?linkid=2147444>.

## **9. FEEDBACK**

If you give feedback about the Services 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 intellectual property 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 requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.

## **10. DISCLAIMER OF WARRANTIES**

WE PROVIDE THE SERVICES AND SUPPORT SERVICES (IF ANY) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR ALL RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS UNDER OR IN RELATION TO THE SERVICES OR SUPPORT SERVICES (IF ANY). TO THE EXTENT PERMITTED UNDER LOCAL LAWS, MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. MICROSOFT DOES NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DATA LOSS WON'T OCCUR.

## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MICROSOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER MICROSOFT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. MICROSOFT'S TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED FIVE US DOLLARS (US\$5.00). THIS CAP APPLIES WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE.

## **12. TERM; TERMINATION**

### **12.1. Term.**

This agreement is effective on the date you first agree to it. This agreement will terminate on the earlier of (i) the date of first availability of a public preview or commercial release of the Services (if ever) or (ii) the date on which Microsoft provides notice of termination to you. Microsoft may suspend or cancel your use of and access to all or any part of the Services, or terminate this agreement, at any time for any reason and in its sole discretion.

### **12.2. Effect of Termination.**

On cancellation, suspension or any termination of this Agreement, you must stop using the Services. Sections 5 (Proprietary Rights; Confidentiality), 6 (No Support), 8 (Compliance with Trade Laws), 9 (Feedback), 10 (Notice of and Consent to Data Use with Human Review), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Term;Termination), and 13 (Miscellaneous) will survive such termination. Upon any termination of this agreement, all other rights granted to you by this agreement will also automatically terminate.

### **13. MISCELLANEOUS**

**13.1 Applicable Law and jurisdiction.** The laws of the State of Washington govern this agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.

**13.2. 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.

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