

Microsoft Application Preview License Terms

Posted: December 2017; Effective: December 11, 2017

Thank you for participating in the Application Preview!

This Agreement applies to the Windows App Previews for which you have signed up.

The purpose of the Application Preview is to:

1. provide participants with access to experimental and prelease software and services to try out on their devices; and
2. provide Microsoft with feedback about your use of the prerelease software and services so that Microsoft and its partners can improve their products and services.

This is an Agreement between 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) and governs your use of the software. Please review the entire Agreement because all of the terms are important and together create a legal Agreement that, once accepted by you, applies to you.

IMPORTANT NOTICES:

- In addition to the terms of this Agreement, the Microsoft Services agreement (<http://go.microsoft.com/fwlink/?LinkID=530144>) applies to your use of the software.
- The Application Preview includes **experimental and early prerelease application software**. This means that **you may experience occasional crashes and data loss**. To recover, you may have to reinstall your applications, the operating system, or re-flash your device.
- Once you sign up for the Application Preview for an application on your device, **all accounts using that device** ("Associated Devices") may receive the software and its automatic updates. Participants may receive only some of the software. If the software cannot be uninstalled, once you install the software you **will not** be able to go back to any prior version of the software.
- **Additionally, the software, may inadvertently damage your device rendering it inoperable.** Using the software on some devices may impact your warranty (check with your device provider). By participating, you agree to **frequently backup your data**.
- **After termination of the Application Preview, all Associated Devices will continue to have the version of the software that you had before termination, but some features may be restored to the then-current, commercially-released version of the software. Your Associated Devices can only be updated to a new version of the software when the new version is commercially released.** If the software can be uninstalled, you can uninstall the software and download the last commercial release of the software from the Store.

1. Scope of Agreement; Changes; Minors

- 1.1 Agreement.** The Agreement governs your use of the software and consists of the notices and warnings above, these terms, terms incorporated by reference, Microsoft Software License Terms (<http://go.microsoft.com/fwlink/?LinkId=529064>), Microsoft Services Agreement (<http://go.microsoft.com/fwlink/?LinkID=530144>), and the Privacy Statements (<http://go.microsoft.com/fwlink/?LinkId=521839>) (the "Agreement"). To the extent any incorporated terms conflict with this Agreement, this Agreement will control. You agree that you will read the terms before using the software, including any linked terms. You understand

that by using the software, you ratify this Agreement and the linked terms. If you withdraw from the Program, the software terms provided at the time of download will govern your use of the software.

1.2 Changes to Agreement. From time to time, Microsoft may change or amend these terms. If we do, we will notify you, either through the user interface of the software, in an email notification, instant message, or through other reasonable means. Your use of the software after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the software and follow the termination instructions in section 8. Otherwise, the new terms will apply to you.

1.3 Minors. By using the software, you represent you have either reached the age of “majority” where you live or have valid parent or legal guardian consent to be bound by the terms of this Agreement and participate in the Application Preview. If you don't know whether you have reached the age of majority where you live, or don't understand this section, please don't sign up for the Application Preview before you have asked your parent or legal guardian. If you are the parent or legal guardian of a minor and you are setting up access to the Application Preview for a minor, you accept this Agreement on the minor's behalf and are responsible for all use of the software. Some or all software may not be available for minors.

2. Software License

2.1 The software is licensed, not sold under the terms and restrictions of the Microsoft Software License Terms (<http://go.microsoft.com/fwlink/?LinkId=529064>) and this Agreement. The software may include fonts, icons, images, or sound files included with the software, and also including updates, supplements, and upgrades through or as a part of the Application Preview. You may install and test one copy of the software per Associated Device as detailed in section 4 until the Application Preview expiration date. Termination of the Application Preview (for instructions on how to terminate, see Section 8), or the termination of this Agreement, terminates your right to possess or use any such Software.

2.2 Scope of Rights. All software provided is the copyrighted work of Microsoft or its suppliers and is licensed to you, not sold. Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this Agreement does not give you any right to, and you may not use the software for commercial purposes.

3. Pre-Release Nature, Updates, and Support

3.1 Prerelease and Experimental Software and Services. The software may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided services and software. We may change or discontinue the Application Preview or the software at any time without notice. The software may change before commercial release or may never be commercially released.

3.2 Updates. The software may update automatically, for example, through Windows Update, which cannot be turned off. By using the software, you agree to receive automatic updates without any additional notice, and permit Microsoft to download and install them for you. You agree to obtain these updates only from Microsoft or Microsoft authorized sources.

3.3 Support. Limited or no support may be provided for the software. Once you install the software on your device, you may be voiding your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.

4. Privacy and Protection of Personal Information

You agree that Microsoft may collect, use and disclose your information as described in the Privacy Statements (<http://go.microsoft.com/fwlink/?LinkId=521839>).

5. Disclaimer of Warranties

MICROSOFT AND ITS RESPECTIVE SUPPLIERS PROVIDE THE SOFTWARE "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. For Australia only: You may have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights. MICROSOFT DOES NOT CONTROL, REVIEW, REVISE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY THIRD PARTY CONTENT, INFORMATION, MESSAGES, MATERIALS, OR PROJECTS ACCESSIBLE FROM OR LINKED THROUGH THE SOFTWARE, AND, EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT AND SHALL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING. ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

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If you have any basis for recovering damages from Microsoft related to the software, you can recover only direct damages up to the amount that you paid for the software (or up to \$5.00 USD if you acquired the software for no charge). **You may not recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.** The damage exclusions and limitations in this Agreement apply even if repair, replacement, or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. 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 other damages from Microsoft even though we do not, you cannot recover more than you paid for the software (or up to \$5.00 USD if you acquired the software for no charge).**

6. Reservation of Rights

Microsoft may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in the software. Except as expressly provided in any written license agreement from Microsoft, the furnishing of the software does not give you any license to these patents, trademarks, copyrights, or other intellectual property. Microsoft reserves all rights not expressly granted under this Agreement, and no other rights are granted under this Agreement by implication or estoppel or otherwise.

7. Submissions Provided; Feedback

You may provide code, content, comments, feedback, suggestions, information, or materials ("Submission"). By providing a Submission, you are irrevocably granting Microsoft and its affiliated

companies the right to make, use, modify, distribute, and otherwise commercialize the Submission 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 Submission. You will not provide Submissions that are subject to a license that requires Microsoft to license its software or documentation to third parties because we include your Submission in them. You further grant the right to publish specific identifying information in connection with your Submission. The rights under this section are granted under all applicable intellectual property rights you own or control and survive termination of this Agreement. No compensation will be paid with respect to the use of your Submissions. Microsoft is under no obligation to post or use any Submission, and Microsoft may remove any Submission at any time. By providing a Submission you warrant that you own or otherwise control all of the rights to your Submission and that your Submission is not subject to any rights of a third party (including any personality or publicity rights of any person).

8. Termination

You may terminate the Application Preview at any time by opting out in the About section within the application. Your termination may take up to 72 hours to take effect. Microsoft reserves the right to terminate your access to any or all of the software at any time, without notice, for any reason whatsoever.

After termination of the Application Preview, all Associated Devices will continue to have the version of the software that you had before termination but some features may be restored to the then-current, commercially-released version of the software and this Agreement will continue to govern your use of the software until the software is updated to a commercially released version.

Your Associated Devices can only be updated to a new version of the software when the new version is commercially released and the terms of the commercial release of the software will govern your use. If the software can be uninstalled, you can uninstall the software and download the last commercial release of the software from the Store. After termination, Microsoft may continue to use all Submissions and the data collected prior to termination.

9. Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to our designated agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE. See **Notice and Procedure for Making Claims of Copyright Infringement** at <http://www.microsoft.com/info/cpyrtlnfrg.htm>.

10. Entire Agreement

This agreement 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 Microsoft provides other terms with such supplements, updates, or services).

--End of Agreement--