

Power Champions Program Agreement

Last Updated: July 2024

This Power Champions Program Agreement (“**Agreement**”) is an agreement between Microsoft Corporation (“**Microsoft**”) and you (if you were invited to participate as an individual) or the entity you represent (if you are entering into this Agreement on behalf of your employer or other entity). “**You**” means the individual or entity entering into this Agreement with Microsoft.

The parties agree as follows:

Section 1. Overview

This Agreement, along with the Power Champions – Teams Community Code of Conduct, governs your participation in the Power Champions Program (“**Champions Program**”), a Microsoft program through which you may access certain tools, information, software previews, and other materials that Microsoft makes available through the Champions Program (together, “**Program Materials**”).

Section 2. Program Materials

General. You agree to only use the Program Materials as a part of the Champions Program, and in accordance with this Agreement.

Acceptable Use. You agree not to use any Program Materials: (i) in a way prohibited by law, regulation, or government order or decree; (ii) to infringe or violate others’ rights; (iii) to try to gain unauthorized access to or disrupt any service, device, account, or network; (iv) to distribute unsolicited commercial email or malware; (v) in a way that could harm the Champions Program or impair anyone else’s use of the Program Materials; or (vi) to reverse engineer, decompile, disassemble, or work around any technical limits in any Program Materials.

Software Previews. As a part of the Champions Program, Microsoft may from time to time provide you with access to previews of Power Platform software and services (together, “**Software Previews**”). You agree to abide by the license terms that accompany such Software Previews. If any Software Preview is provided without license terms, then the **License Terms for Previews of Power Software and Services** in Exhibit A apply.

Licensed Software. Certain Microsoft software or services may be necessary to use the Program Materials (“**Required Microsoft Services**”). Microsoft does not grant any rights under this Agreement to access or use Required Microsoft Services. Required Microsoft Services are separately licensed to you under Microsoft volume licensing agreements, or any other applicable agreements, under which you subscribed or were granted a license to Required Microsoft Services.

Section 3. Confidentiality

The Program Materials and other information shared under the Champions Program are Confidential Information, as defined in the Microsoft non-disclosure agreement entered into between your organization and Microsoft (“**NDA**”). You may not enter into the Champions Program, or receive any Program Materials, unless you and your organization are subject to the NDA.

Section 4. Disclaimer

The Champions Program and all Program Materials are provided “as is”, “with all faults”, and without warranty (express, implied, statutory, or otherwise). Microsoft may terminate the Champions Program and cease providing any Program Materials at any time, with or without notice. Any data provided to Microsoft through your use of Program Materials may be transferred, stored, and processed in the United States, or in any other country where Microsoft or its subcontractors operate. To the extent applicable law permits, Microsoft (i) does not guarantee that the Champions Program or any Program Materials will be uninterrupted, available, or error-free, or that loss of you or your organization’s data will not occur; and (ii) is not liable for any damage to hardware or software or loss of files or data related to the Champions Program or the use of the Program Materials. Except as expressly provided herein, you acknowledge that Microsoft is not granting you any licenses, covenants or other intellectual property rights whatsoever (by implication, exhaustion, estoppel or otherwise) as a result of your participation in the Champions Program, or your implementation of any advice or suggestions from Microsoft.

Section 5. Limited liability.

Except as otherwise described in this Section 5, each party's exclusive remedy for claims under this Agreement is to terminate this Agreement or your participation in the Champions Program. Except for damages arising out of your breach of Sections 2 or 3, each party's maximum, aggregate liability arising out of or related to this Agreement, to the maximum extent allowed by law, is limited to direct damages incurred in reasonable reliance, in an amount not to exceed \$500. Neither party will be liable for any other damages, including indirect, special, incidental, consequential, punitive, or exemplary damages, or for lost revenue, lost profits, lost business information, or business interruption, related to this Agreement, even if the at-fault party knew or should have known such damages were possible.

Section 6. Term and termination.

Term. This Agreement will remain in effect at all times that you or your organization is a participant in the Champions Program (the "**Term**"). This Agreement will terminate immediately in the event that you or Microsoft terminates your participation in the Champions Program, or if Microsoft terminates the Champions Program. Microsoft reserves the right to terminate your participation in the Champions Program for any reason, in its sole discretion, including upon any violation of this Agreement by you or your organization.

Effect of Termination. On termination of this Agreement, you and your organization must stop using the Program Materials. Sections 2, 3, 4 and 5 will survive such expiration or termination.

Section 7. General.

Program Communications. As a part of the Champions Program, you agree that we may contact you with information and materials about the Champions Program. If you would like to stop receiving these communications, then you must discontinue your participation in the Champions Program. You can do so by contacting the Champions Program at <http://aka.ms/PowerChamps/Unsubscribe>.

Publicity. In connection with the Champions Program, Microsoft may create documentation, films, photographs, referrals, quotations, or other recordings or materials related to your participation in the Champions Program ("**Publicity Materials**"). You or your organization will have the right to approve, before Microsoft's first use, any Publicity Materials that include you or your company's marks or name and likeness.

Reservation of rights. All rights not expressly granted are reserved by the applicable rights holder, and no rights or licenses are granted (or deemed granted) by implication, estoppel, or exhaustion. This Agreement is nonexclusive. It does not restrict either party from entering into the same or similar arrangement with any third party.

Feedback. You may give Microsoft suggestions, comments, input, ideas, or know-how, in any form, ("**Feedback**") about Microsoft products, Program Materials or the Champions Program. You give to Microsoft, without charge, the right to use, share, and freely commercialize such Feedback in any way and for any purpose.

Notices. You consent to receive notices, and any information the law requires Microsoft to provide, by email to the address you provided to Microsoft to join the Champions Program.

Jurisdiction; Law. The laws of Washington State, excluding conflicts of law provisions, govern this Agreement. Each party consents to exclusive jurisdiction and venue in the state and federal courts of King County, Washington.

Modification. Microsoft may modify this Agreement, solely with prospective effect, by providing notice to you. By continuing to participate in the Champions Program after such notice, you are deemed to have agreed to such modified Agreement.

Miscellaneous. You may not assign or transfer this Agreement without Microsoft's prior, written consent. Each party is an independent contractor. If any court of competent jurisdiction determines that any part of this Agreement is illegal, invalid, or unenforceable, the rest of the Agreement will remain in full force and effect. Only written waivers are effective. This Agreement (including the NDA and any license terms for Software Previews, which are incorporated in this Agreement by this reference) is the parties' entire agreement regarding this subject.

Exhibit A

MICROSOFT POWER CHAMPIONS PROGRAM

LICENSE TERMS FOR PREVIEWS OF POWER SOFTWARE AND SERVICES

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the software and services named above (together, the “software”) and any software updates (except to the extent such software or updates are accompanied by their own license terms, in which case those license terms apply). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS.

1. INSTALLATION AND USE RIGHTS.

- a) **General.** You may install and use any number of copies of the software on your devices. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement. If you are using the software 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.
- b) **Third Party Software.** The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party applications may be accessible online at <http://aka.ms/thirdpartynotices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.
- c) **Competitive Benchmarking.** If you are a direct competitor, and you access or use the software for purposes of competitive benchmarking, analysis, or intelligence gathering, you waive as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively) any competitive use, access, and benchmarking test restrictions in the terms governing your software to the extent your terms of use are, or purport to be, more restrictive than Microsoft’s terms. If you do not waive any such purported restrictions in the terms governing your software, you are not allowed to access or use this software and will not do so.

2. TIME-SENSITIVE SOFTWARE.

- a) **Period.** This agreement is effective on your acceptance and terminates on the earlier of (i) the date of first availability of a public preview or commercial release of the software (if ever) or (ii) the date on which Microsoft provides notice of termination to you. Microsoft may extend this agreement in its discretion.
- b) **Notice.** You may receive periodic reminder notices of this date through the software.
- c) **Access to data.** You may not be able to access data used in the software when it stops running.

3. **PRE-RELEASE SOFTWARE.** The software is a pre-release version. It may not operate correctly. It may be different from the commercially released version. Because of its pre-release status, the software may employ lesser or different privacy and security measures than those typically present in a Microsoft enterprise online service. You should not use the software to process personal data relating to an identified or identifiable natural person or other data that is subject to heightened compliance requirements. Your data may not be migrated from the software 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 software, 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.

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 Generative 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 (“AUP”) and the Azure OpenAI Code of Conduct (<https://go.microsoft.com/fwlink/?linkid=2235020>) (“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 unless explicitly designated as production ready previews in product documentation.
- Product documentation requirements. Microsoft provides 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 web data extraction methods to extract data from the GAI Previews or from Output Content.
- Content credentials. You may not remove or alter content credentials or other provenance methods, marks, or signals that indicate that Output Content was generated by our Copilot or otherwise attempt to mislead others about whether the Output Content was generated by our Copilot.
- 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.
- Data Use and Access.
- The GAI Previews do not use Input or Output Content to train, retrain or improve Azure OpenAI Service foundation models that generate Output Content. Unless service specific terms or product documentation for a given GAI Preview expressly state otherwise, as part of providing the GAI Previews, Microsoft will process and store Customer Data submitted to the service, as well as Output Content, for purposes of monitoring for and preventing abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review data that has triggered our automated systems to investigate and verify potential abuse unless service specific terms or product documentation for a given GAI Preview explicitly states that such review is not performed.
- Data flows. By using GAI Previews, you agree your data may be stored and processed outside of your tenant's geographic region, compliance boundary, or national cloud instance.
- 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 a 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. **FEEDBACK.** If you give feedback about the software 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.

6. DATA

- a) **Data Collection.** The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data.

You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

- b) You bear sole responsibility for any and all data provided to Microsoft through your access to or use of the software, and any programs or services you use in connection with your access to or use of the software, including without limitation taking the steps necessary to back up such data, software programs or services. You represent, and agree to ensure, that you have the necessary rights to any data, software programs or services that you use in connection with the software, 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 data, software programs or services that you do not own. You agree to access or use the software (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.

7. SCOPE OF LICENSE. The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):

- a) work around any technical limitations in the software that only allow you to use it in certain ways;
- b) reverse engineer, decompile or disassemble the software;
- c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- d) disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- e) use the software in any way that is against the law or to create or propagate malware;
- f) share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party;
- g) use the software in a production or "live" operating environment; or
- h) use the software in any application or situation where its failure could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

8. PROPRIETARY RIGHTS. Except for your limited use and access rights to the software 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. Except as expressly set forth herein, Microsoft claims no ownership of or control over the data you provide to us in connection with your use of the software. It is solely your responsibility to protect any rights you may have in the data and such information.

9. EXPORT RESTRICTIONS. You must 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 export restrictions, visit <http://aka.ms/exporting>.

10. SUPPORT SERVICES. Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.

11. UPDATES. The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

12. CONFIDENTIAL INFORMATION. The software, including its user interface, features and documentation, is confidential and proprietary to Microsoft and its suppliers.

- a) **Use.** For five years after installation of the software or its commercial release, whichever is first, 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.
- b) **Survival.** Your duty to protect confidential information survives this agreement.
- c) **Exclusions.** 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.

- 13. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MICROSOFT DOES NOT GUARANTEE THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DATA LOSS WON'T OCCUR.**
- 14. LIMITATION ON AND EXCLUSION OF DAMAGES. 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. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

- 15. TERM; TERMINATION.** 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 software (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 software, or terminate this agreement, at any time for any reason and in its sole discretion. Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the software and all of its component parts.
- 16. ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.
- 17. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** 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.
- 18. 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.