MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT TEAMS APP SDK PREVIEW

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated software or services). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW DURING THE TERM OF THE PREVIEW.

1. INSTALLATION AND USE RIGHTS.

- **a. Installation and Use.** You may install and use any number of copies of the software on your devices to design, develop and test your applications that communicate only with the Microsoft Teams service in order to communicate with validly licensed Microsoft Teams subscribers.
- **b. Pilot/Evaluation Applications Only.** The software is a pre-release version, and this license permits you to install and use the software to develop and test applications only for pilot or evaluation purposes and not commercial distribution.
- **c. Third Party Programs.** The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- **a. H.264 AVC Video License.** The software uses H.264 AVC video. Inclusion of the H.264 AVC video codec in the Distributable Code in the applications you develop requires either (i) that you include in the applications you develop Microsoft's license agreement for acceptance by each user (subject to the conditions below in this section), or (ii) that you obtain a separate license from the MPEG-LA. If you choose to include Microsoft's license agreement, your application must prominently display Microsoft's license agreement to each user, and receive that user's agreement to accept that EULA, prior to the application's first call to initiate or receive video communications. You must indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, that arise due to the failure to activate the Microsoft license as required above.
- **b. Distributable Code.** The software contains code that you are permitted to distribute in applications you develop if you comply with the terms below.
 - i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."
 - Library Code. You may copy and distribute the object code form of all library code.
 - Helper Code. You may copy, distribute and modify the source code that is clearly labelled as "helper" code.
 - **UI assets.** You may copy and distribute the included images and sounds as part of your application, so long as you use them to create a user interface for communications that precisely follows the standard Teams look-and-feel in accordance with guidelines provided by Microsoft.
 - **ii. Sample Code.** You may modify, copy, and distribute the source and object code form of code marked as "sample."

iii. Third Party Distribution.

 You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.

iv. Distribution Requirements. For any Distributable Code you distribute, you must

- add significant primary functionality to it in your applications;
- acknowledge the use of 'Microsoft Teams' technology in those parts of your user interface that offer communications enabled by this SDK

- require distributors and external end users to agree to terms that protect it and Microsoft at least as much as this agreement;
- display your valid copyright notice on your applications; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your applications.

v. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks or trade dress in your applications in a way that suggests your applications come from or are endorsed by Microsoft (except as specifically required in 2(b)(iv));
- include Distributable Code in malicious, deceptive or unlawful applications; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - · others have the right to modify it.

3. TIME-SENSITIVE SOFTWARE.

- a. **Period.** This agreement is effective on your acceptance and terminates on the earlier of (i) 30 days following first availability of a generally available release of the software or (ii) upon termination by Microsoft. Microsoft may extend this agreement in its discretion.
- b. **PRE-RELEASE SOFTWARE.** The software is a pre-release version. It may not operate correctly. It may be different from the commercially released version.
- c. **FEES.** During the preview, you may use this SDK without fees, subject to the Terms of this agreement. However, organizations that offer apps that use the SDK are required to have active subscriptions to Microsoft Teams. Upon general availability, Microsoft may require you to pay additional fees based on the number of users, number of interactions with the Microsoft Teams service, or amount of data accessed through the SDK.
- **4. 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 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.
- **5. DATA.** 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 help documentation and the Microsoft Privacy Statement at aka.ms/privacy ("Privacy Statement"). You agree to comply with all applicable provisions of the Privacy Statement.
- **6. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or attempt to do so, except and only to the extent
 required by third party licensing terms governing use of certain open source components that may be included
 with the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers;
 - use the software in any way that is against the law; or

- share, publish, rent or lease the software, or provide the software as a stand-alone hosted solution for others to
 use.
- **7. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- **8. 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 (aka.ms/exporting).
- **9. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- **10. APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.
- **11. 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. Separate and apart from your relationship with Microsoft, 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.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - **b. Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c. Germany and Austria.
 - **(i) Warranty**. The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives 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, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment 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, Microsoft will not be liable for slight negligence.

- **12. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 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 YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 14. LIMITATION ON AND EXCLUSION OF DAMAGES. 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, breach of warranty, guarantee or condition, strict liability, negligence, or other tort 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 country may not allow the exclusion or limitation of incidental, consequential or other damages.

15. H.264/AVC and VC-1 video standards. The software may include H.264/AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS SOFTWARE IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") OR (ii) DECODE AVC AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE HTTP://WWW.MPEGLA.COM.