

Microsoft Copilot Studio Partner Advisory Board Program Agreement

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Section 1. Overview

The Microsoft Copilot Studio Partner Advisory Board Program (“Program”) is an invitation-only initiative designed to foster collaboration, feedback, and evaluation of Microsoft tools, services, and materials (“Program Materials”). Participation is limited to individuals or entities specifically invited by Microsoft, and Microsoft reserves the right to limit the number of participants per organization. Program Materials may include software previews, documentation, and other resources provided solely for use within the Program.

Section 2. Acceptance, Term, Termination, and Survival

By registering for or participating in the Program, you accept and agree to the terms of this Agreement. This acceptance is binding, perpetual, and irrevocable. The Agreement remains in effect for the duration of your participation in the Program (“Term”) and terminates upon your withdrawal, Microsoft’s termination of your participation, or discontinuation of the Program. Microsoft may modify or terminate the Program or your participation at any time without prior notice. Upon termination, you must cease use of Program Materials and destroy all confidential information received. The following sections survive termination: Program Materials, Privacy and Consent, Confidentiality, Disclaimer and Limitation of Liability.

Section 3. Program Materials

You agree to use Program Materials solely for purposes related to the Program and in accordance with this Agreement. Program Materials must not be used for any other purpose. You must not use Program Materials in violation of any law, to infringe on others’ rights, to gain unauthorized access to services, or to distribute malware or unsolicited communications. Reverse engineering or circumventing technical limitations is strictly prohibited. Software previews provided under the Program are governed by their respective license terms. If any Software Preview is provided without license terms, then the [License Terms for Previews of Microsoft Software and Services](#) apply. Required Microsoft software and services necessary to use Program Materials are separately licensed and not covered under this Agreement.

Section 4. Intellectual Property

All Program Materials remain the intellectual property of Microsoft or its partners. Use is restricted to non-commercial, informational purposes related to the Program. You must not use Microsoft trademarks, logos, or other IP without written permission. You must not infringe the IP rights of other participants or third parties. Recording of Program sessions is prohibited. Microsoft retains copyright ownership of any recordings and may use them at its discretion.

Section 5. Feedback

You agree to actively participate and provide feedback, suggestions, comments, input, ideas, or know-how (“Feedback”) to Microsoft. By providing Feedback, you grant Microsoft a worldwide, royalty-free, irrevocable license to use, modify, distribute, sublicense, and commercialize the Feedback. You waive any rights to future products based on your Feedback. Feedback must not include personal data or regulated information.

Section 6. Code of Conduct

You agree to follow the Microsoft Event Code of Conduct (<https://www.microsoft.com/en-us/events/codeofconduct>). Microsoft may revoke access for violations or disruptive behavior. Concerns should be reported to event staff or Microsoft’s Business Conduct Hotline at buscond@microsoft.com or +1 (877) 320-MSFT. **Microsoft reserves the right to refuse admittance to or remove any person from a Microsoft event at any time at its sole discretion.**

Section 7. Privacy and Consent

By participating, you consent to Microsoft using your contact information for Program communications and future programs. Personal data will be handled per the Microsoft Privacy Statement (<https://privacy.microsoft.com/en-us/privacystatement>). If you would like to stop receiving these communications, then you must discontinue your participation in the Program by sending a request to

<https://aka.ms/CopilotStudioPartnerAdvisoryBoard/Unsubscribe>.

You further consent to Microsoft and its authorized vendors collecting your name, image, voice, likeness, and other personal indicia in broadcasts, photographs, and recordings of Program sessions. You grant Microsoft an unrestricted, perpetual, worldwide, royalty-free, irrevocable license to use such indicia for Program-related purposes, marketing, and promotional materials.

Section 8. Confidentiality

Program Materials and related information are considered Confidential Information under your organization’s NDA with Microsoft. If no NDA exists, confidentiality terms herein apply. Confidential Information must be protected for five years and used only for Program purposes. Upon termination, all Confidential Information must be destroyed. Confidential Information excludes publicly available information, lawfully known data, data from lawful sources, independently developed information, and Feedback.

Section 9. Disclaimer and Limitation of Liability

The Program and Program Materials are provided “as is” without warranties. Microsoft does not guarantee uninterrupted access or error-free operation. Any data, including personal information, provided to Microsoft through your participation or 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.

MICROSOFT IS NOT LIABLE FOR DATA LOSS, HARDWARE DAMAGE, OR OTHER ISSUES ARISING FROM PARTICIPATION. EACH PARTY'S EXCLUSIVE REMEDY IS TERMINATION OF PARTICIPATION. EXCEPT FOR BREACHES OF PROGRAM MATERIALS OR CONFIDENTIALITY, LIABILITY IS LIMITED TO DIRECT DAMAGES UP TO \$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 10. General

Compliance with Laws: You must comply with all applicable laws, including export controls and government ethics and gift regulations.

Publicity: Microsoft may create documentation, films, photographs, referrals, quotations, or other recordings or materials related to your participation. 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 and no rights or licenses are granted (or deemed granted) by implication, estoppel, or exhaustion. This Agreement is nonexclusive.

Government Employees: If you are (i) a government employee or (ii) employed by a government-owned or controlled company or (iii) treated as a government official in your country, you acknowledge and agree that you are solely responsible for ensuring that your attendance and participation at the Program and acceptance of any gifts, gratuities, or other benefits provided to Program attendees complies with any applicable legal and ethics policies or regulations, including those of your company or organization.

Jurisdiction and Law: This Agreement is governed by Washington State law. Parties consent to jurisdiction in King County, Washington. International participants agree to these terms regardless of local laws.

Modification: Microsoft may modify this Agreement by providing notice to you or your company. Continued participation after such notice constitutes acceptance.

Miscellaneous: You may not assign or transfer this Agreement without Microsoft's prior, written consent. Each party is an independent contractor. If any part is invalid, the remainder remains in effect. This Agreement, including any terms incorporated by reference, is the entire agreement regarding the Program.