

# Microsoft Windows Insider Program Agreement

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IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Inside Windows 11

**Welcome to the Microsoft Windows Insider Program ("Program")!** Our Program gives volunteers (Insiders) the opportunity to test-drive experimental and pre-release software on your devices and participate in the Program—for free. We welcome your feedback to help us improve and make Windows an even better product for everyone, so we are excited to hear what you think!

Before signing-up, please carefully review all the Program terms which create a legal 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 participation in the Program that, once accepted by you, applies to you. If you specify a company name when signing-up for the Program, this means you are entering into this Agreement on behalf of that organization or company. If you are entering this Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity.

By signing-up to participate in the Program, you represent that: 1) you are the legal age of "majority" where you live and agree to be bound by the terms of this Agreement; or 2) that your parent or guardian agree to be bound by these terms on your behalf.

1. **Program Participation.** You are volunteering to participate in the Program with the knowledge that the purpose of this Program is to access, use, and provide us with feedback relating to experimental, preview, beta, or other early pre-release software ("Software") made available to you, including related documentation, materials, and information such as Program webpages, emails, forums, content, feedback, and other services ("Program Services"), for the purpose of providing Microsoft with useful information about your experience with the Software and Program Services.
- You understand that using experimental and early pre-release software means you may experience occasional crashes and data loss. By participating, you acknowledge that it is your responsibility to frequently backup your data and restore it in the event of data loss.
  - Your Program participation is voluntary and free, there is no compensation for your participation. Your participation does not create a legal partnership, agency, or employment relationship between you and Microsoft.
  - Your Program participation does not obligate Microsoft to provide you with Software or Program Services.
  - You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Software except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software.
2. **Program.** The Program **may be substantially different from the commercially released versions. Because the Software may contain more errors or inaccuracies**, you should back-up your device before installing any Software. We recommend installing on non-production devices that are not business critical because you are more likely to experience crashes, setting and policy changes, loss of data or apps, feature and functionality changes, cause other apps to stop working, be updated, or removed from your device automatically without notice, and other potential issues. We highly recommend that you do not install the Software on any systems you don't directly control or that you share with others.
- Prerelease and Experimental Software and Services.** The Program may have not included, reduced, or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided services and software. We may change or discontinue the Program at any time without notice.
  - Recovery.** To recover, you may have to reinstall your apps, the operating system, or re-flash your device. In some instances, you may not be able to go back to your prior version of Software.
  - Automatic Update.** The Program updates automatically, for example, through Windows Update. Automatic updating cannot be turned off. Some features may be removed or may stop working after a predetermined time period or at the end of an evaluation cycle once enough data has been collected. Some third party applications installed on the device may also not work, may stop working, or may be automatically deleted by the Program.
  - Support.** Limited or no support may be provided for the Program.
  - Data and Internet Charges.** Some of the Program may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or Internet provider agreement. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks.
  - Device Warranty.** By installing Software on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.
3. **Feedback.** We provide the Program to you so you can tell us more about what you like, what you don't like, and what changes you would like to see in the Program. When you provide us comments, suggestions, or other feedback about the Program ("Feedback"), you grant Microsoft

and its partners rights to use the Feedback in any way and for any purpose.

- You acknowledge that Microsoft will be collecting, using, storing, processing, and analyzing diagnostic, technical, error reports, crash dumps, usage, and other related data from your devices that are running Software as part of this Program to help Microsoft improve our products and services. If location services are enabled, the real-time geographic location of your device and location search queries may be collected as well.
- You also acknowledge that your Feedback may be viewed by other Program participants.

4. **Data Collection.** The Program may automatically collect and provide data to Microsoft, which may include your personal information. We use this information to communicate with you, as described below. We may also share certain data collected in connection with the Program with third parties. For example, we may share data about the performance of a particular hardware or software component on your device with the manufacturer of that component to enable them to improve how their component works with Microsoft products and services. The [Microsoft Privacy Statement](#), and this paragraph, applies to the data collected, used, and shared in connection with the Program.
5. **Communications with You.** Microsoft may use your contact information (i) to communicate with you about your use of the Program, and (ii) to provide you with additional information, about the Program and other Microsoft products or services. This contact may be by email, SMS, instant message, web chat, phone, in the user interface, or other means, and may include offers. You can always choose whether you wish to receive promotional email, SMS messages, telephone calls, and postal mail from Microsoft.
6. **Non-Transferable.** You may not transfer or share the Software or related documentation or materials you receive from Microsoft as part of your participation in the Program, unless otherwise agreed or permitted by Microsoft, or except if the laws where you live (or, if a business, where your principal place of business is located) permit this, even if our Agreement does not.
7. **Opt-Out.** If you change your mind about participating in the Program, you may voluntarily opt-out at any time. To stop getting Windows Insider Program emails and Windows Insider Preview Builds, you can unregister and leave the program. [To leave the program, please visit this page](#). If you'd just like to stop getting Insider Preview builds, you can unenroll your device, but stay registered to keep getting email updates from us.
8. **Termination.** Microsoft reserves the right to terminate your access to any or all of the Program at any time, without notice, for any reason whatsoever. Termination of your use of, or your access to, the Program; or the termination of this Agreement terminates your right to possess or use any Program, and you must delete all copies of the Software, Content and other materials provided as part of the Program. Sections 9, 10, 11, 12, 14, and 15 survive termination of this Agreement.
9. **Additional Terms.** The following additional terms also apply to the Program. To the extent any additional terms conflict with this Agreement, this Agreement will control.
  - **Microsoft Software License Terms.** Any software license terms for Software or any other software applications provided under the Program will apply for those specific software applications.
  - **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.
10. **Reservation of Rights.** Microsoft may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in the Program. Except as expressly provided in any written license agreement from Microsoft, the furnishing of the Program 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.
11. **Warranty.** Microsoft, and our affiliates, resellers, distributors, vendors, and partners, make no warranties, express or implied, guarantees or conditions with respect to the Program Services or your participation in the Program. You understand that use of the Program is at your own risk and that we provide the Program on an "as is" basis "with all faults" and "as available." You bear the entire risk of using the Program. To the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under your local law. Nothing in this Agreement is intended to affect those rights, if they apply.
12. **Damages.** If you have any basis for recovering damages related to the Program, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, third-party app and service providers, partners, and vendors, direct damages up to the amount that you paid for the Program (or up to \$10.00 USD if you acquired the Program for no charge). You cannot recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental or punitive damages. These limitations and exclusions apply even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to the Program or your participation in the Program.
13. **Updates to Agreement.** From time to time, we may change this Agreement. If we do, we will notify you, by posting a notice on the Program website, or through the following means: the user interface of the Software, in an email notification, instant message, or through other reasonable methods. Your use of the Program 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 Program. We recommend [visiting the Program Website](#) at least once every 30 days to check for potential notice of changes.
14. **Applicable Law.** The laws of the state or country where you live (or, if a business, where your principal place of business is located) govern all claims and disputes concerning the Program Services, including Software, your participation in this Program, and this Agreement, including breach of contract claims and claims under consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of laws principles. In the United States, the Federal Arbitration Act governs all provisions relating to arbitration.
15. **Disputes. Binding Arbitration and Class Action Waiver If You Live In (or Are a Business with Your Principal Place of Business In) the United States.** We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final

except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft and its affiliates.


1. **Disputes Covered—Everything Except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning this Agreement, the Software, any advertising, marketing, or communications, any Program Services offered or sold, or your participation in the Program, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- **Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to Microsoft Corporation, **ATTN: CELA Arbitration, One Microsoft Way, Redmond, WA 98052-6399, U.S.A.** Tell us your name, address, how to contact you, what the problem is, and what you want. [A form is available here.](#) We will do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.


• **Small Claims Court Option.** Instead of mailing a Notice of Dispute, you may sue us in small claims court if you meet the court's requirements in your county of residence (or, if a business, your principal place of business) or King County, Washington, U.S.A.
2. **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Program Services (including any software) for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the Program Services or Software, its Consumer Arbitration Rules). For more information, see [adr.org](#) or call 1-800-778-7879. To start an arbitration, [submit the form available here](#) to the AAA and mail a copy to us. In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business) or King County, Washington. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
3. **Arbitration Fees and Payments.**

i. **Disputes Involving \$75,000 USD or Less.** We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, we will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees, and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.





ii. **Disputes Involving More than \$75,000 USD.** TThe AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
4. **Must File Within One Year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see Section 15.1) within one year from when it first could be filed. Otherwise, it's permanently barred.
5. **Rejecting Future Arbitration Changes.** You may reject any change we make to section 15 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 15.1. If you do, the most recent version of section 15 before the change you rejected will apply.
6. **Severability.** If any part of section 15 (Disputes. Binding Arbitration, and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, section 15 will be unenforceable in its entirety.
7. **Conflict with AAA Rules.** This Agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

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