

SITE TERMS OF USE

The services that Microsoft provides to you via the Site are subject to these Site Terms of Use ("Terms"). **By accessing or using the Site, you accept these Terms. If you do not agree to these Terms, you may not access or use the Portal.**

Microsoft reserves the right to update these Terms at any time without notice to you. The most current version of these Terms can be reviewed by clicking on the link to the Terms generally located at the bottom of our Web pages.

The Site may be accessed by authorized employees or acting agents of companies ("Company" or "Companies") who have entered into one or more qualifying agreements ("Qualifying Agreement" or "Qualifying Agreements"), with Microsoft Corporation, Microsoft India Corporation, Microsoft Ireland Operations Limited, Microsoft China Company Limited, or any of their affiliates (the applicable entity is referred to as "Microsoft" throughout the Site and these Terms). Microsoft designates, in its sole discretion, which agreements qualify as Qualifying Agreements for the purposes of the Site.

If you are representing a Company for which you are an employee or are acting as agent, your use of the Site is subject to the Company's applicable Non-Disclosure Agreement ("NDA") with Microsoft, the terms and conditions of the Qualifying Agreement(s) and these Terms, as applicable. Please refer any questions regarding the Qualifying Agreement(s) or the NDA to your Company.

Company may have provided to Microsoft the name of one or more administrators whom Company has authorized to use the Site and to establish and manage access and usage level rights of other users ("Administrator"). The relevant Administrator, and any other officer, employee, consultant or agent of a Company who has, or creates the appearance of having been duly authorized by Company to use the Site is called an "Agent" in these Terms.

IMPORTANT NOTE ABOUT USE OF THE SITE (and sites or areas accessible through it): When you use Windows Live ID or any appropriate security credentials, which may be an email address and password or domain/userid and password, depending on the Microsoft approved security mechanism you are using, you must "sign-out" in order to exit the Site adequately. Once logged into the Site, you are continuously logged-in until you sign-out. If you do not sign-out, other persons with access to your computer may be able to access the Site and take actions or obtain information about your activities at the Site. Please be sure to sign-out adequately.

1. Authorization. Each individual who uses the Site represents and warrants that he or she is a duly authorized Agent of Company and agrees to use the Site only on behalf of Company and in full compliance with the Qualifying Agreements and these Terms. If after entering the Site, Agents travel to certain sites or areas within the Site that may also have agreements and terms of use that pertain to use of those specific sites or areas, those additional agreements and terms of use will apply to activities at those sites or areas.

2. Definitions. All capitalized terms used but not defined in these Terms have the meanings set forth in the Qualifying Agreements.

3. Site Availability and Blockage. Microsoft reserves the right, in its sole discretion, to change, suspend or discontinue all or any portion of the Site at any time. Microsoft also reserves the right to suspend or terminate authorities, or to suspend or block access to all or any part of the Site or information, upon electronic notice to the Company; provided, however, that no notice shall be required if Microsoft has determined that there is possible harm or threat of harm to Microsoft, the Site or others. Microsoft may block access at least in the following situations and as Microsoft otherwise believes to be advisable:

- (a) if any person repeatedly attempts to log onto the Site with an incorrect or invalid password or other information;
- (b) if an Agent has not used the Site for a period of time set by Microsoft;
- (c) if inactivity for a set time results during a visit to the Site; or
- (d) if the digital certificate for a Web service client endpoint has expired and a renewal or replacement certificate has not been granted by MS.

4. No Change in Obligations. Any inadequacy of any information, tool or other Site service will not alter or relieve Company of any obligation under its Qualifying Agreement(s).

5. Responsibility for Accuracy. All Agents must supply only true, accurate, current and complete information when obtaining a password or digital certificate to use the Site and whenever information is required or requested at or in connection with the Site. To ensure accuracy, Agents must review and correct all information that is supplied about Company or any Agent at or through the Site or any Site functionality. Agents must also regularly update Company's contact information for notices and other communications.

6. Site License Rights. Agents may access and use the Site and the information available through it solely in compliance with these Terms and as necessary to perform the Qualifying Agreement(s). Agents may make a copy of Site information to document Company transactions and contracts or to retain information Microsoft is required to provide. Microsoft has no duty to retain or make available records for Company's later access. Company may not use the Site (or make copies) for any other purpose. All rights not expressly granted in this license are reserved.

7. Confidential Information; Information Ownership. The Site is not open to the public and its functionality and all information is the confidential information of Microsoft ("Confidential Information"), subject to the NDA and applicable law and excluding information owned by Company under the Qualifying Agreement(s). Agents must not disclose any Confidential Information of Microsoft except as expressly allowed by the Qualifying Agreement or these Terms. Subject to any restrictions in the Qualifying Agreement(s), Microsoft shall own all Site data, including any data that Company provides on or through the Site.

8. Privacy Policy. Microsoft may receive, collect store, process and transfer in connection with operation of the Site, personal information about you provided by you or your Company. Microsoft's use of such personal information shall be subject to any confidentiality obligation imposed upon Microsoft by the [Privacy Statement](#), the Qualifying Agreement(s), the NDA, and applicable law.

9. Restrictions on Site Use. The following are prohibited with respect to the Site:

- (a) Using any robot, spider, other automatic device or manual process to monitor or copy any part of the Site;
- (b) Using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Site;
- (c) Taking any action that imposes an unreasonable or disproportionately large load on the Site infrastructure;
- (d) Accessing the Site by any means other than through the interface that is provided by Microsoft or attempting to access the Site without first logging in through the Site log-in page or a Microsoft approved Web Services interface;
- (e) Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Site without Microsoft' prior written permission, or that of the appropriate third party;
- (f) Reverse assembling or otherwise attempting to discover any source code relating to the Site or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
- (g) Attempting to access any area of the Site to which access is not authorized.

10. No Unlawful or Prohibited Use. You will not use the Site, and other sites or areas within the Site, for any purpose that is unlawful or prohibited by these Terms. You may not use the Site, and other sites or areas within the Site, in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of the Site, and other sites or areas within the Site. You may not attempt to gain unauthorized access to the Site, and other sites or areas within the Site, other accounts, computer systems or networks connected to any Microsoft server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, and other sites or areas within the Site.

11. Linked Sites. The Site may contain links to third party internet sites. These non-Microsoft sites or companies are independent businesses and Microsoft does not control or endorse them and has no liability with respect to them or their sites.

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WITH YOUR ENJOYMENT OF THE SITE, ITS CONTENT OR ANY TOOL, OR AGAINST INFRINGEMENT. The foregoing does not alter or eliminate any express warranty, if any, made by Microsoft in the Qualifying Agreement(s). Company agrees that it will not rely on or treat any Site information as an express warranty.

13. NO INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES. TO THE FULL EXTENT ALLOWED BY LAW, NEITHER MICROSOFT NOR ANY OF ITS AFFILIATES OR AGENTS WILL BE LIABLE TO COMPANY AND/OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATING TO LOST PROFITS, BREACH OF A CONTRACT, LOSS OF PRIVACY OR FOR FAILURE TO MEET ANY DUTY INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT) OR ANY OTHER INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO THE SITE, ANY TOOL OR ANY CONTENT OR SERVICE AVAILABLE ON OR THROUGH THE SITE, OR TO ANY BREACH OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON. The foregoing does not alter or eliminate any liability that Microsoft may have under the express terms of the Qualifying Agreement(s).

14. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY. You agree that your sole remedy for any breach of these Terms by Microsoft or any of its affiliates or agents shall be, at Microsoft's option, (1) substitution, correction or replacement of all or part of any information, tool, report, service or other item from or generated through use of the Site or any tool relating or giving rise to damages incurred by you in reasonable reliance on Microsoft; or (2) refund of the amount that you or your Company paid (if any) for the particular use of the Site, information, service or tool in an amount that does not exceed the damages incurred by you in reasonable reliance on Microsoft. You also agree that the damage exclusions in these Terms and this limitation of liability shall apply even if any remedy fails of its essential purpose. The foregoing does not alter or eliminate any liability that Microsoft may have under the express terms of the Qualifying Agreement(s).

15. No Payment for Submission of Ideas/Comments. Microsoft does not pay or provide other consideration for feedback, suggestions or ideas regarding improvement of or other matters relating to the Site, tools, information, or any other matter, from Company or any Agents (collectively "Comments"). If anyone desires payment or other consideration, do not submit a Comment. All Comments shall be Microsoft property, none shall be subject to any obligation of confidence on Microsoft's part, and Microsoft shall not be liable for any use or disclosure of Comments.

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