

## Weather Company Operations Dashboard

本「サービス記述書」は「クラウド・サービス」について規定するものです。適用できる注文関連文書には、お客様の発注に関する価格設定および追加的な詳細情報が記載されています。

### 1. クラウド・サービス

#### 1.1 オファリング

お客様は、利用可能な以下のオファリングから選択することができます。

##### 1.1.1 Weather Company Operations Dashboard

この IBM Cloud Service for Weather Company Operations Dashboard (「クラウド・サービス」) では、お客様が「データ」を受け取れることを可能にする、アプリケーション・プログラム・インターフェース、ならびに Web ベースおよびモバイル・ベースのアプリケーションを使用します。「データ」とは、本 SD に記載されたとおり、「クラウド・サービス」により提供される、気象データおよび市場固有のデータ (予報、天気図、注意報・警報および図表を含みますが、これらに限定されません。) のタイプをいいます。

#### 1.2 オプション・サービス

以下のオファリングは、Weather Company Operations Dashboard のオプションのアドオンです。

##### 1.2.1 Weather Company Operations Dashboard for Ground Transportation

本パッケージには、以下の「データ」に対するアクセスが含まれます。

コンポーネント	説明
Weather Company Operations Dashboard for Ground Transportation Add-on	このサービスはタブレット、電話およびコンピューターで使用するためのモバイルおよび Web ベースのアプリケーションであり、気象サービスおよび交通サービスに対するローカライズされた対話型の即応性アクセスを提供します。これにより、重要なビジネス上の意思決定を下し、運用効率を改善するために、移動中の資産を持つ企業は、リアルタイムの洞察を、予測された洞察と共に、アラートと組み合わせることができるようになります。

##### 1.2.2 Weather Company Operations Dashboard for Retail

本パッケージには、以下の「データ」に対するアクセスが含まれます。

コンポーネント	説明
Weather Company Operations Dashboard for Retail Add-on	このサービスはタブレット、電話およびコンピューターで使用するためのモバイルおよび Web ベースのアプリケーションであり、気象サービスおよび交通サービスに対するローカライズされた対話型の即応性アクセスを提供します。これにより、重要なビジネス上の意思決定を下し、運用効率を改善するために、移動中の資産を持つ企業は、リアルタイムの洞察を、予測された洞察と共に、アラートと組み合わせることができるようになります。

### 1.2.3 Weather Company Operations Dashboard for Oil & Gas

本パッケージには、以下の「データ」に対するアクセスが含まれます。

コンポーネント	説明
Weather Company Operations Dashboard for Oil & Gas Add-on	このサービスはタブレット、電話およびコンピューターで使用するためのモバイルおよび Web ベースのアプリケーションであり、世界規模の気象サービスおよび追加的な関連データ・セットへのローカライズされた対話型の即応性アクセスを提供します。これにより、重要なビジネス上の意思決定を下し、運用効率を改善するために、世界の任意の場所に資産を持つ石油・ガス企業は、リアルタイムの洞察を、予測された洞察と共に、アラートと組み合わせることができるようになります。
Weather Company Operations Dashboard for Oil & Gas – Sites	このサービスは、お客様がモバイルおよび Web ベースのアプリケーション内で購入したレーダーからのデータをリアルタイムで統合します。お客様は、1 つ以上のレーダーを購入ことができ、インストールが終わると、データは IBM に返送され、処理されてモバイルおよび Web ベースのアプリケーション内でリアルタイムで利用可能になります。
Weather Company Operations Dashboard for Oil & Gas with Radar	このサービスはタブレットおよび電話向けのモバイルおよび Web ベースのアプリケーションで、お客様が購入した 1 つ以上のレーダーからのリアルタイム・データと共に、世界規模の気象データへのローカライズされた対話型の即応性アクセスを提供します。レーダーは世界の至る場所でインストールでき、世界の遠隔地で重要なリアルタイム・データを提供する手段として機能します。さらに、その他の関連するデータ・セットが視覚化され、重要なビジネス上の意思決定を下し、運用効率を改善するために、世界中のあらゆる場所に資産を持つ石油・ガス企業が、リアルタイムの洞察を、予測された洞察と共に、アラートと組み合わせることができるようになります。

### 1.2.4 Weather Company Operations Dashboard Solution Systems

本パッケージには、以下に対するアクセスが含まれます。

コンポーネント	説明
Weather Company Operations Dashboard for Oil & Gas – Radar System	「プログラム」、「別途使用許諾されるコード」、「他社製機械」である HP システムを含む Radar System は、お客様によって購入された各レーダーと共に販売されます。Radar System はレーダーに接続され、レーダーにより記録されたリアルタイム・データを読み込み、IBM に返送します。

## 2. データ処理およびデータ保護に関するデータ・シート

IBM のデータ処理補足契約書 (<http://ibm.com/dpa> に公開。「DPA」)のほか、以下のリンクの「データ処理およびデータ保護に関するデータ・シート」(データ・シートまたは「DPA 別表」)にも、「クラウド・サービス」およびそのオプション(処理対象の「コンテンツ」の種類、対象となる処理活動、データ保護機能、および「コンテンツ」の保存および返却についての仕様に関連)に関する追加的なデータ保護情報が記載されています。EU 一般データ保護規則 (EU/2016/679) (GDPR) が「コンテンツ」に含まれる個人データに適用される場合に、その適用範囲に限り、DPA が適用されます。

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

### 3. サービス・レベルおよびテクニカル・サポート

#### 3.1 サービス・レベル・アグリーメント

IBM は、以下の可用性のサービス・レベル・アグリーメント (以下「SLA」といいます。) をお客様に提供します。IBM は、下表のとおり、「クラウド・サービス」の累積的な可用性に基づき、適用しうる最大の補償を適用します。「可用性」は、契約月における分単位の総時間数から、契約月における「サービス・ダウン」の分単位の総時間数を差し引き、それを契約月における分単位の総時間数で除することにより算出され、結果はパーセントで表します。「サービス・ダウン」の定義、請求のプロセス、サービスの可用性の問題に関して IBM に連絡する方法については、IBM の「クラウド・サービス」のサポート・ハンドブック ([https://www.ibm.com/software/support/saas\\_support\\_overview.html](https://www.ibm.com/software/support/saas_support_overview.html)) に掲載されています。

可用性	クレジット (月額サブスクリプション料金のパーセント*)
99.9% 未満	2%
99.0% 未満	5%
95.0% 未満	10%

\*サブスクリプション料金は、請求対象月に関して約定した料金です。

#### 3.2 テクニカル・サポート

「クラウド・サービス」のテクニカル・サポート (サポート窓口の連絡先情報、重大度レベル、サポート利用可能時間、応答時間、その他のサポート情報およびサポート・プロセスなど) を参照するには、IBM サポート・ガイド (<https://www.ibm.com/support/home/pages/support-guide/>) の「クラウド・サービス」を選択します。

### 4. 料金

#### 4.1 課金単位

「クラウド・サービス」の課金単位は、「取引文書」に記載されます。

以下の課金単位が本「クラウド・サービス」に適用されます。

- 「許可ユーザー」とは、直接または間接のいかなる方法においても (例えば、多重化プログラム、デバイスまたはアプリケーション・サーバーを通じて) 「クラウド・サービス」へのアクセス権限を付与されている特定のユーザーを指します。
- 「クライアント・デバイス」とは、「クラウド・サービス」へアクセスするサーバー環境から、実行コマンド、手続き、またはアプリケーションを要求または受信するデバイスのことです。
- 「エンティティ ID」は、「クラウド・サービス」内で識別されるエンティティの固有の識別子です。
- 「インスタンス」は、「クラウド・サービス」の特定の構成への各アクセスを意味します。
- 「総収益 (米ドル)」とは、お客様が発行した最新の公的報告書に記載される、または非公開会社の場合には、お客様の最新の監査済み会計報告書に記載される、お客様の年間売上高とその他の収入源の総額です。米ドル以外の通貨は、[http://www.ibm.com/software/passportadvantage/conversion\\_unit\\_table.html](http://www.ibm.com/software/passportadvantage/conversion_unit_table.html) に掲載されている換算単位表に従って、米ドルに変換されます。

### 5. 追加条件

2019年1月1日より前に締結されるクラウド・サービス契約書 (または同等のクラウド基本契約) については、<https://www.ibm.com/acs> に掲載されている条件を適用します。

## 5.1 確認

お客様は、i) IBM およびその独立監査人がお客様の本契約の遵守状況を確認するために合理的に必要なとなる記録、システム・ツールの出力を保管し、要求に応じて提供するものとします。また、ii) かかる確認の結果必要と判断された使用許諾を、IBM のその時点における最新の料金ですみやかに注文して支払うほか、その他の料金および債務を、IBM の請求書の記載に従い支払うものとします。これらの遵守状況の確認義務は、該当する「クラウド・サービス」の有効期間中および期間後の2年間有効に存続します。

## 5.2 イネープリング・ソフトウェア

「クラウド・サービス」には以下のイネープリング・ソフトウェアが含まれます。

- BOOST
- BSD-3 CLAUSE
- MIT
- Microsoft Windows

以下のイネープリング・ソフトウェアは、以下の条件で提供されます。

Weather Company Operations Dashboard for Android	<a href="https://www-03.ibm.com/software/sla/sladb.nsf/displayLI/11DE6B4E0088700C8525827F003B2CEB?OpenDocument">https://www-03.ibm.com/software/sla/sladb.nsf/displayLI/11DE6B4E0088700C8525827F003B2CEB?OpenDocument</a>
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## 5.3 サービスの終了

お客様のサブスクリプションの満了または終了と同時に、「クラウド・サービス」にアクセスするためのお客様の資格情報は削除されます。

## 5.4 国別の利用制限

お客様は、お客様による「データ」の使用が許可されるか否かを自ら判断し、必要な場合は、「データ」を実行または使用する国において、必要なすべての使用許諾、許可、承認もしくは認可を政府機関から取得する責任を負います。また IBM の本 SD に基づく義務は、上記のことを条件とします。

## 5.5 現状有姿のデータ

**すべての交通および交通関連の情報、予報、ならびに注意報・警報はすべて、「現状有姿」(情報が発表される時点のデータ)で提供されます。IBM は、かかるデータの正確性、信頼性、完全性、および可用性についていかなる責任も負いません。**

## 5.6 Weather Company Operations Dashboard Solution Systems に対する追加条件

### 5.6.1 プログラム・ライセンス

「プログラム」とは、IBM ブランドを有するコンピューター・プログラムおよび関連資料であり、その料金を支払うことを条件に使用許諾されるものをいいます。「プログラム」には、付随文書にその条件を定義する「機械コード」や「プロジェクト資料」は含まれません。「プログラム」は、著作権として保護され、使用許諾されるものであって、売買の対象となるものではありません。IBM が「プログラム」の注文を承諾した場合、お客様は、a) 許諾範囲内および本 SD、本契約および関連する TD の条件で「プログラム」を使用すること、b) かかる許諾された範囲での使用のために複製物を作成、導入すること、かつ c) バックアップ目的で複製物を作成することができる非独占的使用権を許諾されます。お客様、お客様が許可した自己の従業員および従契約者が、お客様の「エンタープライズ」内でのみ「プログラム」を使用できるものとし、第三者に対してホスティングまたはタイム・シェアリング・サービスを提供するために「プログラム」を使用する権限はないものとします。お客様は、いかなる「プログラム」の使用権も再使用許諾、譲渡または移転することはできません。追加料金または異なる条件のもとで、追加の権利が提供される場合があります。お客様は、「プログラム」を使用するための無制限の権利を付与されておらず、またお客様は、「プログラム」の経済的価値のすべての支払いを行ったものでもありません。一部の「プログラム」は、以下に指定される別契約に基づき使用許諾される第三者コードを含む場合があります。

「プログラム」に対してお客様に付与される使用权は、お客様が以下のすべてを行うことを条件とします。

- a. 著作権表示およびその他のマーキングを複製物に行うこと。
- b. 「プログラム」を使用するすべての者が、お客様の許諾された範囲でこれを使用し、その他の使用条件を遵守するための必要な手当てを行うこと。
- c. 「プログラム」の逆アセンブル、逆コンパイル、翻案またはリバース・エンジニアリングを行わないこと。
- d. 「プログラム」に含まれる構成要素または関連資料を「プログラム」の本体から切り離して使用しないこと。

お客様の「契約」で別途記載のある場合を除き、以下が適用されます。

- e. 料金、税金、支払いおよび検査

お客様は、i) IBM およびその独立した監査人がお客様の本契約（「プログラム」の許諾範囲およびサブキャパシティーの使用等の課金単位の条件を含みます。）の遵守状況を確認するために合理的に必要な記録、システム・ツールからの出力、およびお客様の施設へのアクセスを維持するものとし、該当する場合には、IBM からの要求に応じてこれらを提供し、また ii) 当該確認の結果、お客様の状況が準拠していないと判明した場合、必要となる許諾範囲または許諾数量を速やかに注文し、その時点で最新の料金および検査結果に基づくその他の料金もしくは債務を IBM の請求書に従い支払うものとし、これらの遵守状況確認義務は、該当する TD の有効期間中、およびその後の2年間有効に存続します。

- f. 責任の制限

当該請求の根拠が、「他社プログラム」および IBM が提供していない品目に基づく場合、またはお客様の「コンテンツ」、あるいはお客様の資料、設計もしくは仕様起因して、あるいはお客様が IBM プログラムの最新バージョンまたはリリースを使用していたならばその侵害を避けられたにもかかわらず IBM プログラムの旧バージョンもしくはリリースを使用したことに起因して生じた法令違反や第三者の権利侵害に基づく場合、IBM は、かかる請求について責任を負わないものとします。

- g. 解約

IBM は、お客様が本契約を遵守していない場合、「プログラム」のお客様の使用权を解約できるものとします。お客様は、いずれかの当事者がかかる使用权を解約した場合、「プログラム」のすべての複製物を速やかに破棄するものとします。

## 5.6.2 別途使用許諾されるコード

本項の規定は、このライセンスに適用される法律に基づき無効または実行不能と判示された場合は、適用されません。下記の各コンポーネントは「別途使用許諾されるコード」とみなされます。「IBM の別途使用許諾されるコード」は、本サービス記述書の最後に記載された「別紙」に定める、該当する第三者の使用条件に基づいて、「ライセンサー」にお客様に使用許諾されます。本契約の条件または IBM が「ライセンサー」と締結している他の契約にかかわらず、以下に別途の記載がある場合を除いて、かかる第三者の使用条件が、すべての「別途使用許諾されるコード」の使用に適用されます。

将来の「プログラム」の更新または修正には、追加的または更新された「別途使用許諾されるコード」を含めることができるものとします。かかる「別途使用許諾されるコード」および関連ライセンスは、適用中の更新または修正に先立って「ライセンサー」に提供されます。「ライセンサー」は、「ライセンサー」が提供された使用条件を読み、合意したことを了承します。「ライセンサー」が、これらの第三者の使用条件の条件に同意しない場合、「ライセンサー」は「別途使用許諾されるコード」を使用できないものとします。

本サービス記述書に定義される「プログラム」条件に基づいて取得された「プログラム」において、かつ「ライセンサー」が「プログラム」の最初の「ライセンサー」である場合に、「ライセンサー」が第三者の使用条件に同意しない場合、「ライセンサー」は、「PoE」が「ライセンサー」に発行された日から30日以内に「ライセンサー」が「プログラム」を取得した相手方当事者に「プログラム」を返却しな

ければなりません。使用権の更新が必要となる期限付使用権の場合、ライセンサーは本件プログラムおよびその PoE の初回の使用権が付与された期日から 30 日以内に返却される場合のみ、返金を受けることができます。

注: 第三者の使用条件、本契約、または「ライセンサー」が IBM と締結するその他の契約のいかなる条件にかかわらず、以下のとおりとします。

- a. IBM は、いかなる保証責任の適用なしに、この「別途使用許諾されるコード」を「ライセンサー」に提供します。
- b. IBM は、「別途使用許諾されるコード」に関して、権原の保証、第三者の権利の非侵害または非抵触の保証、ならびに商品性および特定目的適合性に関する黙示の保証を含むがこれに限らない、明示また黙示のいかなる保証もしません。
- c. IBM は、「別途使用許諾されるコード」に起因したあるいはこれに関連した損害に関するいかなる請求についても、「ライセンサー」に対して賠償責任を負わないものとし、これらの請求について「ライセンサー」を防御、補償または免責もしないものとし、
- d. IBM は、「別途使用許諾されるコード」に関する、データの喪失、節約すべかりし費用および逸失利益を含む(これらに限定されません)、いかなる直接損害、間接損害、付随的損害、特別損害、懲罰的損害、あるいは結果的損害に対しても責任を負わないものとし、

これらの除外事項にかかわらず、ドイツおよびオーストリアにおいては、「別途使用許諾されるコード」に関する IBM の保証および賠償責任には、IBM の使用条件においてドイツおよびオーストリアに適用される個別の条件のみが適用されます。

注: IBM は、「別途使用許諾されるコード」に対して限定的なサポートを提供する場合があります。かかるサポートが利用できる場合は、当該サポートの詳細および関連する追加条件は、適用される場合、「ライセンス情報」資料または本 SD に定められています。

「別途使用許諾されるコード」は以下のとおりです。

- Microsoft (「別紙 B」)
- HP (「別紙 C」)
- Creative Commons (「別紙 D」)

### 5.6.3 他社製機械

他社製機械とはデバイスのことで、IBM がお客様に提供するその機能、アップグレード、およびアクセサリを含みます。かかる他社製機械には IBM ブランドは付されず、他社のブランドが付されます。

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## 注意事項およびお知らせ

Weather Company が運用するダッシュボード・ソリューション・システムに関する注意事項およびお知らせ

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### 目次

この IBM 注意事項ファイルは以下の項目で構成されています。

- BOOST
- BSD-3 CLAUSE
- MIT

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BOOST ライセンスの注意事項およびお知らせの終わり

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bzip2 (Copyright (C) 1996-2010 Julian R Seward. All rights reserved).

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BSD ライセンスの注意事項およびお知らせの終わり

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curl (© 1996 – 2010 Daniel Stenberg; <daniel@haxx.se>. cURL;http://curl.haxx.se/)

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MIT ライセンスの終わり

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IBM の注意事項およびお知らせの終わり

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注意事項ファイルの終わり

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## Microsoft ソフトウェア・ライセンス条項

最終更新 2016 年 7 月

### MICROSOFT SOFTWARE LICENSE TERMS

#### WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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### 1. Overview.

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- b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
  - (1) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at ([aka.ms/msa](#)). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
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## 2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
  - (1) use or virtualize features of the software separately;
  - (2) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - (3) transfer the software (except as permitted by this agreement);
  - (4) work around any technical restrictions or limitations in the software;
  - (5) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
  - (6) reverse engineer, decompile, or disassemble the software, or attempt to do so, 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; and
  - (7) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi use scenarios.**
  - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
  - (2) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
  - (3) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
  - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

- (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
- (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
- (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
- f. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

### 3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at ([aka.ms/privacy](http://aka.ms/privacy)), and as may be described in the user interface associated with the software features.

### 4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

### 5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur,

and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see ([aka.ms/genuine](http://aka.ms/genuine)). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

## 6. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

## 7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also 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 geographic and export restrictions, visit ([aka.ms/georestrict](http://aka.ms/georestrict)) and ([aka.ms/exporting](http://aka.ms/exporting)).

## 8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at ([aka.ms/mssupport](http://aka.ms/mssupport)). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

## 9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is 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 appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, 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.**
- b. **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 the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at ([aka.ms/disputeform](http://aka.ms/disputeform)). We'll 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.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business

your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the 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 software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). 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 (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. 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.
- e. **Arbitration fees and payments.**
  - (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) 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, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) 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. The arbitrator will determine the amounts unless you and we agree on them.
  - (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
  - (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. **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 9.a). within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

## 10. Governing 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 software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

## 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. 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.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: ([aka.ms/academicuse](http://aka.ms/academicuse)).

- d. **Germany and Austria.**

- (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

- (2) **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, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or 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, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. **Other regions.** See ([aka.ms/variations](http://aka.ms/variations)) for a current list of regional variations

## 12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software 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. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. 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. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

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- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.
  - (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
  - (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
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