

Weather Company Operations Dashboard

Ta opis storitve opisuje storitev v oblaku. Ustrezni dokumenti o naročilu nudijo cene in dodatne podrobnosti o naročnikovem naročilu.

1. Storitev v oblaku

1.1 Ponudbe

Naročnik lahko izbira med naslednjimi razpoložljivimi ponodbami.

1.1.1 Weather Company Operations Dashboard

IBM-ova storitev v oblaku za delovno ploščo v vremenskih podjetjih uporablja API-je in spletne ter mobilne aplikacije, ki naročniku omogočajo prejemanje podatkov. "Podatki" pomenijo podatke o vremenu in vrste podatkov, specifične za določen trg, zagotovljene prek storitev v oblaku (kar med drugim vključuje napovedi, zemljevide, opozorila in grafe), kot so opisani v nadaljevanju.

1.2 Izbirne storitve

Naslednje ponudbe so izbirni dodatki k storitvi Weather Company Operations Dashboard.

1.2.1 Weather Company Operations Dashboard for Ground Transportation

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Ground Transportation	Ta storitev je mobilna in spletna aplikacija za uporabo v tabličnih računalnikih, telefonih in računalnikih, ki zagotavlja lokaliziran, interaktiven in odziven dostop do vremenskih in prometnih storitev, ki podjetjem, ki imajo sredstva na poti, omogočajo vpogled v realnem času z napovednimi vpogledi in opozorili, za namen podpore sprejemanju ključnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.2.2 Weather Company Operations Dashboard for Retail

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Retail	Ta storitev je mobilna in spletna aplikacija za uporabo v tabličnih računalnikih, telefonih in računalnikih, ki zagotavlja lokaliziran, interaktiven in odziven dostop do vremenskih in prometnih storitev, ki podjetjem, ki imajo sredstva na poti, omogočajo vpogled v realnem času z napovednimi vpogledi in opozorili, za namen podpore sprejemanju ključnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.2.3 Weather Company Operations Dashboard for Oil & Gas

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Oil & Gas	Ta storitev je mobilna in spletna aplikacija za uporabo v tabličnih računalnikih, telefonih in računalnikih, ki zagotavlja lokaliziran, interaktiven in odziven dostop do globalnih vremenskih razmer in dodatnih relevantnih naborov podatkov za naftna in plinska podjetja, ki imajo sredstva povsod po svetu, da lahko kombinirajo vpogled v realnem času z napovednimi vpogledi in opozorili, za namen podpore sprejemanju ključnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

Komponenta	Opis
Weather Company Operations Dashboard for Oil & Gas – Sites	Ta storitev omogoča integracijo podatkov v realnem času iz radarjev, ki jih naročnik kupi v okviru mobilne in spletne aplikacije. Naročnik lahko kupi enega ali več radarjev in po namestitvi se podatki prenesejo nazaj IBM-u, kjer se obdelajo in so nato v realnem času na voljo v mobilni in spletni aplikaciji.
Weather Company Operations Dashboard for Oil & Gas with Radar	Ta storitev je mobilna in spletna aplikacija za uporabo v tabličnih računalnikih in telefonih, ki zagotavlja lokaliziran, interaktiven in odziven dostop do globalnih vremenskih razmer poleg podatkov v realnem času iz enega ali več radarjev, ki jih kupi naročnik. Radarji so lahko nameščeni kjer koli na svetu in služijo kot sredstvo za zagotavljanje dragocenih podatkov v realnem času iz oddaljenih delov sveta. Poleg tega so vizualizirani drugi relevantni nabori podatkov za naftna in plinska podjetja, ki imajo sredstva povsod po svetu, da lahko kombinirajo vpogled v realnem času z napovednimi vpogledi in opozorili, za namen podpore sprejemanju ključnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.2.4 Weather Company Operations Dashboard Solution Systems

Ta paket vključuje dostop do naslednjega:

Komponenta	Opis
Weather Company Operations Dashboard for Oil & Gas – Radar System	Radarski sistem, ki vključuje programe, ločeno licencirano kodo in sistem HP, ki je računalnik drugega proizvajalca, se prodaja skupaj z vsakim radarjem, ki ga kupi stranka. Radarski sistem je povezan z radarjem in bere ter pošilja podatke v realnem času, ki jih je zabeležil radar, nazaj IBM-u.

2. Podatkovni listi za obdelavo in varstvo podatkov

IBM-ov dodatek k obdelavi podatkov <http://ibm.com/dpa> (DPA) in podatkovni list za obdelavo in varstvo podatkov (podatkovni list) podaja dodatne informacije o varstvu podatkov za storitve v oblaku in možnosti v zvezi z vrstami vsebine, ki se lahko obdeluje, vključene delavnosti obdelave, funkcije varstva podatkov in podrobnosti glede hrambe in vračila vsebine. DPA velja v primeru in v obsegu, v katerem za osebne podatke, vključene v vsebino, velja Splošna uredba (EU) 2016/679 o varstvu podatkov (GDPR).

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

3. Ravni storitve in tehnična podpora

3.1 Pogodba o ravni storitev

IBM naročniku zagotavlja naslednjo pogodbo o ravni storitev za razpoložljivost (SLA). IBM bo priznal najvišje veljavno nadomestilo na podlagi zbirne razpoložljivosti storitve v oblaku, kot je prikazano v spodnji tabeli. Razpoložljivost, izražena v odstotkih, se izračuna kot skupno število minut v pogodbenem mesecu, zmanjšano za skupno število minut nerazpoložljivosti v pogodbenem mesecu, deljeno s skupnim številom minut v pogodbenem mesecu. Definicija nerazpoložljivosti storitve, postopek pritožbe in kako kontaktirati IBM v zvezi z razpoložljivostjo storitve, so v IBM-ovem pregledu podpore za storitev v oblaku na naslovu https://www.ibm.com/software/support/saas_support_overview.html.

Razpoložljivost	Kredit (% mesečne naročnine*)
Manj kot 99,9 %	2 %
Manj kot 99,0 %	5 %
Manj kot 95,0 %	10 %

* Naročnina je pogodbeno cena za mesec, za katerega velja zahtevek.

3.2 Tehnična podpora

Tehnično podporo za storitev v oblaku, vključno s kontaktnimi podatki podpore, stopnjami resnosti, odzivnimi časi podpore, časom odgovora in drugimi informacijami in procesi, najdete tako, da izberete storitev v oblaku v storitvi IBM Support, ki je na voljo na <https://www.ibm.com/support/home/pages/support-guide/>.

4. Stroški

4.1 Metrike zaračunavanja

Metrike zaračunavanja za storitev v oblaku so podane v transakcijskem dokumentu.

Za to storitev v oblaku se uporabljajo naslednje metrike zaračunavanja:

- Pooblaščen uporabnik je edinstveni uporabnik, ki lahko dostopa do storitve v oblaku na kateri koli posreden ali neposreden način, prek katerega koli sredstva (na primer prek multipleksirnega programa, naprave ali aplikacijskega strežnika).
- Odjemalska naprava je katerakoli naprava, ki zahteva ali prejme ukaze za izvajanje, postopke ali aplikacije iz okolja strežnika, ki dostopa do storitev v oblaku.
- ID entitete je unikatni identifikator subjekta, identificiranega v storitvah v oblaku.
- Primerek je vsak dostop do določene konfiguracije storitev v oblaku.
- Skupni prihodek v ameriških dolarjih je skupna vrednost naročnikove letne prodaje in njegovih drugih virov prihodka, kot je navedeno v najnovejšem javnem poročilu, ki ga izda naročnik, ali kot je navedeno v naročnikovem najnovejšem revidiranem finančnem poročilu v primeru nejavnih podjetij. Valute, ki niso ameriški dolar, se pretvorijo v ameriške dolarje v skladu s tabelo na naslovu http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.

5. Dodatna določila

Za pogodbe o storitvi v oblaku (ali enakovredne osnovne pogodbe), podpisane pred 1. januarjem 2019, veljajo pogoji, ki so na voljo na <https://www.ibm.com/acs>.

5.1 Preverjanje

Naročnik bo i) hranil in na zahtevo posredoval zapise in produkte sistemskih orodij, kot je v razumni meri potrebno, da IBM in njegovi neodvisni revizorji preverjajo naročnikovo spoštovanje te pogodbe, ter bo ii) nemudoma naročil in plačal morebitna zahtevana pooblastila (vključno s povezano naročnino in podporo ali vzdrževanjem) po IBM-ovih tedaj veljavnih tarifah ter druge stroške in obveznosti, ugotovljene na podlagi takega preverjanja, kot jih IBM navede na računu. Te obveznosti v zvezi s preverjanjem skladnosti ostanejo v veljavi med obdobjem trajanja storitev v oblaku in dve leti po tem.

5.2 Podporna programska oprema.

Storitev v oblaku vsebuje naslednjo podporno programsko opremo:

- BOOST
- KLAVZULA BSD-3
- MIT
- Microsoft Windows

Naročniku je pod naslednjimi pogoji na voljo naslednja podporna programska oprema:

Weather Company Operations Dashboard for Android	https://www-03.ibm.com/software/sla/sladb.nsf/displayLIs/11DE6B4E0088700C8525827F003B2CEB?OpenDocument
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5.3 Prenehanje storitve

Po poteku ali odpovedi naročnikove naročnine bodo naročnikove poverilnice za dostop do storitev v oblaku izbrisane.

5.4 Omejitve uporabe v posamezni državi

Naročnik je dolžan ugotoviti, ali je njegova uporaba podatkov dovoljena in po potrebi pridobiti tudi vse potrebne licence, dovoljenja, odobritve in pooblastila državnih organov ali agencij v državi ali teritoriju, kjer deluje oziroma uporablja podatke, pri čemer je to pogoj IBM-ove obveznosti po tem opisu storitve.

5.5 Gradivo "takšno, kot je"

Vse prometne oziroma s prometom povezane informacije, napovedi in opozorila so zagotovljeni "takšni, kot so", in IBM ni odgovoren za točnost, zanesljivost, popolnost ali razpoložljivost takšnih gradiv.

5.6 Dodatni pogoji za sisteme z ređitvijo Weather Company Operations Dashboard

5.6.1 Licenca za program

Program je IBM-ov računalniški program in povezano gradivo, ki je na voljo na podlagi licence ter proti plačilu stroškov. Programi ne vključujejo strojne kode ali projektnih gradiv (kot so pogoji za te lahko opredeljeni v prilogi). Za programe veljajo avtorske pravice in licenca (niso prodani). Ko IBM sprejme naročilo za program, dodeli naročniku neizključno licenco za: a) uporabo programa samo v obsegu pooblastil in v skladu tem opisom storitve, pogodbo in morebitnimi zadevnimi transakcijskimi dokumenti; b) izdelavo in namestitvev kopij, ki omogočajo takšno pooblaščeno uporabo; in c) izdelavo varnostne kopije. Program lahko uporabljajo naročnik in njegovi pooblaščeni zaposleni ter pogodbeniki samo znotraj naročnikovega podjetja in se ne sme uporabljati za zagotavljanje storitev gostovanja ali dodeljevanja časa tretjim osebam. Naročnik ne sme podlicencirati, odstopiti ali prenesti licence za noben program. Dodatne pravice so lahko na voljo za dodatno plačilo ali pod drugačnimi pogoji. Naročniku IBM ne podeljuje neomejenih pravic za uporabo programa in naročnik ni plačal celotne ekonomske vrednosti programa. Nekateri programi lahko vsebujejo programsko kodo drugih proizvajalcev, ki je licencirana v okviru ločenih pogodb, opredeljenih v nadaljevanju.

Licenca, podeljena za program, velja ob pogoju, da naročnik:

- a. ponatisne/reproducira obvestila o avtorskih pravicah in druge oznake;
- b. zagotovi, da vse osebe, ki uporabljajo program, to izvajajo v okviru naročnikove pooblaščene uporabe in upoštevajo licenco;
- c. ne izvaja na programu obratnega sestavljanja, obratnega prevajanja, prevajanja ali obratnega inženiringa; in
- d. nobenega elementa programa ali povezanega licenčnega gradiva ne uporablja ločeno od programa.

Če ni v pogodbi z naročnikom izrecno določeno drugače, velja naslednje:

- e. Stroški, davki, plačilo in preverjanje

Naročnik bo: i) hranil in na zahtevo posredoval zapise, izpise iz sistemskih orodij in zagotovil dostop do svojih prostorov, kot je v razumni meri potrebno za IBM in njegove neodvisne revizorje za namene preverjanja naročnikovega spoštovanja te pogodbe, vključno s programskimi licencami in meritvami, kot je poraba podkapacitete, kadar je ustrezno; ter bo ii) nemudoma naročil in plačal morebitna zahtevana pooblastila (vključno s povezanim S&S) po IBM-ovih tedaj veljavnih tarifah ter druge stroške in obveznosti kot jih IBM navede na računu in ugotovljene na podlagi takega preverjanja. Te obveznosti preverjanja skladnosti ostanejo v veljavi v času veljavnosti kateregakoli transakcijskega dokumenta in dve leti po tem.

- f. Odgovornost in odškodnina

IBM ne odgovarja za zahtevke, ki temeljijo na programih drugih ponudnikov, postavkah, ki jih ne zagotavlja IBM, ali kršitvi zakonodaje oz. pravic tretjih oseb, ki so posledica naročnikovega vsebine ali naročnikovih gradiv, oblikovanja oziroma specifikacij ali uporabe starejše različice ali izdaje IBM-ovega programa, kadar bi se bilo mogoče zahtevku zaradi kršitve izogniti z uporabo najnovejše različice ali izdaje.

- g. Prekinitev

IBM lahko odpove naročnikovo licenco za uporabo programa, če naročnik ne deluje skladno s pogodbo. Naročnik bo nemudoma uničil vse kopije programa po tem, ko ena od pogodbenih strank odpove licenco.

5.6.2 Ločeno licencirana koda

Določbe tega odstavka ne veljajo v obsegu, v katerem so po zakonodaji, ki ureja to licenco, ugotovljene kot nične ali neizvršljive. Vsaka od spodaj navedenih komponent se šteje kot "ločeno licencirana koda". IBM-ova ločeno licencirana koda je licencirana za imetnika licence pod pogoji veljavne licenčne pogodbe ali pogodb zadevnega drugega proizvajalca, kot je določeno v specifikacijskih listih na koncu tega opisa storitve. Ne glede na določila v pogodbi ali katerokoli drugo pogodbo, ki jo je morda imetnik licence sklenil z IBM-om, določila takšne licenčne pogodbe ali pogodb drugega proizvajalca urejajo uporabo vseh ločeno licenciranih kod s strani imetnika licence, razen če je v nadaljevanju navedeno drugače.

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Za programe, pridobljene v okviru določil programa, opredeljenih v tem opisu storitve, in kadar je imetnik licence izvorni imetnik licence za program, velja naslednje: če imetnik licence ne soglaša z določili licenčne pogodbe drugega proizvajalca, lahko imetnik licence program vrne ponudniku, od katerega ga je pridobil, v roku 30 dni od datuma, na katerega je bilo dokazilo o upravičenosti izdano imetniku licence. Če licenca velja za določeno obdobje, ki ga je mogoče podaljšati, lahko imetnik licence povračilo pridobi le, če program in zadevno dokazilo o upravičenosti vrne v roku prvih 30 dni začetnega obdobja.

Opomba: ne glede na katerokoli določila v licenčni pogodbi drugega proizvajalca, tej pogodbi ali katerikoli drugi pogodbi, ki jo je morda imetnik licence sklenil z IBM-om:

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- c. IBM ni odgovoren imetniku licence ter ga ne bo branil, mu povrnil škodo ali ga odvezal odgovornosti v zvezi z vsakim zahtevkom, ki bi izhajal ali bi bil povezan z ločeno licencirano kodo; in
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Opomba: IBM lahko zagotovi omejeno podporo za določeno ločeno licencirano kodo. Če je taka podpora na voljo, bodo podrobnosti in morebitni dodatni pogoji, povezani s tako podporo, navedeni v dokumentu Licenčne informacije ali v tem opisu storitve, kot je ustrezno.

Ločeno licencirana koda vključuje naslednje:

- Microsoft (Dodatek B)
- HP (Dodatek C)
- Creative Commons (Dodatek D)

5.6.3 Računalniki drugih proizvajalcev

Računalnik drugega proizvajalca je naprava, vključno s funkcijami, nadgradnjami in pripomočki, ki jo IBM zagotovi naročniku. Takšni računalniki drugih proizvajalcev nimajo IBM-ove oznake, temveč oznako drugega proizvajalca.

Kadar IBM sprejme naročnikovo naročilo, IBM prenese lastninsko pravico na računalnikih drugih proizvajalcev na naročnika ali naročnikovega najemodajalca ob plačilu vseh dolgovanih zneskov, razen v Združenih državah, kjer se pravica prenese ob odpremi pošiljke. IBM nosi tveganje za izgubo do izročitve pošiljke prevozniku. IBM plača zavarovanje v naročnikovem imenu do dostave na naročnikovo lokacijo. Naročnik mora morebitno izgubo pisno sporočiti IBM-u v 10 delovnih dneh od dostave in mora slediti postopku za zahtevke.

Naročnik lahko računalnike drugega proizvajalca pridobi le za uporabo v podjetju naročnika v državi, v kateri so pridobljeni, in ne za nadaljnjo prodajo, oddajo v najem ali prenos. Financiranje s povratnim najemom je dovoljeno.

5.6.4 Povračilo škode in odgovornost

IBM ne odgovarja za zahtevke, ki deloma ali v celoti temeljijo na računalnikih drugih proizvajalcev, postavkah, ki jih ne zagotavlja IBM, ali kršitvi zakonodaje oz. pravic tretjih oseb, ki je posledica naročnikovega gradiva, oblikovanja ali specifikacij.

5.6.5 Zavračanje odgovornosti glede jamstva za računalnike, ki niso IBM-ovi

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Ne glede na zgornje navedbe nove delovne postaje HP vključujejo 5-letno jamstvo s servisiranjem naslednji delovni dan (razen med prazniki), ki ga zagotavlja HP.

Obvestila in informacije

OBVESTILA IN INFORMACIJE GLEDE WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS.

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KAZALO VSEBINE

TA DATOTEKA Z IBM-OVIMI OBVESTILI VSEBUJE NASLEDNJE

RAZDELKI:

- BOOST
- KLAVZULA BSD-3
- MIT

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Boost

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KONEC OBVESTIL IN INFORMACIJ O LICENCI BOOST

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

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Zadnja posodobitev: julij 2016

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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- 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:
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 - (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), 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). 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) and (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). 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). 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).
- 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) 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.
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 - (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement.

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Check with your device manufacturer to determine if your device is covered by a warranty.

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