



Microsoft Campus and School *License Rights*

Your agreement is comprised of the agreement cover page, general terms and conditions, any subscription enrollment(s), and these license rights. The terms of these parts are incorporated by this reference. Except as otherwise defined, terms used in the subscription enrollment have the meanings assigned in the general terms and conditions or elsewhere in your agreement.

1. Eligibility Requirements.

You must be an accredited educational institution, administrative office or board of education of an educational institution, a public library, or a public museum in order to qualify for the Campus or School Agreement Programs.

- A) Educational institutions are defined as an accredited institution organized and operated exclusively for the purpose of teaching its enrolled students. An accredited institution must be:
 - 1) A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions only, recognized or approved by the Department of Education of the State in which it is located; or
 - 2) A preschool meeting all of the following criteria:
 - (i) is an early childhood program incorporated for the purpose of providing educational services to children between two and five years of age, and which serves minimum of ten such children; and
 - (ii) has been in operation for at least one year.
- B) Administrative Offices or Boards of Education of Educational Institutions are defined as:
 - (a) district, regional and state administrative offices of the public Educational Institutions defined above
 - (b) administrative entities organized and operated exclusively for the administration of the private Educational Institutions defined above, or
 - (c) other state or local government entities substantially all of whose activities consist of administrative support for public Educational Institutions defined above.
- C) Public Libraries must meet all of the following criteria:
 - (i) provide general library services without charge to all residents of a given community, district or region;
 - (ii) supported by public or private funds;
 - (iii) make its basic collections and basic services available to the population of its legal service area without charges to individual users, but may impose charges on users outside its legal service area; and
 - (iv) may or may not provide products and services, beyond its basic services, to the public at large with or without individual charges.
- D) Public Museums must meet all the following criteria:
 - (i) are a public or private agency or institution organized on a permanent basis for essentially education or aesthetic purposes;
 - (ii) utilize a professional staff; and
 - (iii) own or utilize tangible objects, care for them and exhibit them to the public on a regular basis.

2. License.

You have identified the software to be run by your users on a Campus Agreement or School Agreement subscription enrollment, which also indicates the specific licensed period for such software. Upon confirmation of your order(s), you are licensed to have your users run the software as specifically permitted in the product use rights located at www.microsoft.com/education/license/terms.asp, which are part of these license rights and incorporated by this reference. If you are unable to access the product use rights from the web location listed above, please let us know and we will provide you with a copy. We may need to change these license rights from time to time (e.g. to accommodate the addition or deletion of software or the introduction of new versions of existing software). We may do so at any time, and periodically, without notice. However, during the applicable licensed period, no such change will alter the terms under which your users may run existing versions of software. If you select the three-year subscription option, the use rights applicable to a software version, in any licensed period, will be the use rights that were in effect for the same version when you first ordered that software.

To the extent there is any inconsistency between the provisions contained in sections 1-14 of these license rights and the terms and conditions contained in the product use rights, the terms and conditions of sections 1-14 of these license rights control.

3. Software Assurance Membership.

Throughout the term of your subscription (including any renewal), you automatically qualify as a member of Microsoft's Software Assurance Membership program. Membership may entitle you to special benefits. These benefits may be subject to additional terms and conditions. For a description of these benefits, you should consult your reseller.

4. Renewing Subscriptions.

We will not increase the license prices we charge your distributor for a renewing subscription order by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the license prices charged for the immediately preceding 12-month subscription order (provided that this commitment does not apply to any renewing subscription order which follows the final year of a three-year subscription option), if (i) you complete and submit a renewing subscription enrollment prior to the expiration of the subscription enrollment, and (ii) such renewing subscription enrollment is confirmed for the same software in substantially the same quantities as ordered in the expiring subscription enrollment. Additionally, at any time during the term of a subscription enrollment, but not after its termination or expiration, you can convert your temporary licenses to run the software to perpetual licenses in such quantities and selections as you choose ("subscription buyout option"), provided that in the case of a three-year subscription option, this subscription buyout option may be exercised only during the term of the final follow-up subscription enrollment. Contact your reseller to exercise the subscription buyout option.

5. Restrictions.

The right to run the software is limited as follows:

- We do not transfer any ownership rights in any software and we reserve all rights not expressly granted. Your right to have your users run the software is expressly limited to the rights described in your agreement.
- Neither you nor your users may separate the components of software made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights.

- Neither you nor your users may rent, lease, commercially host or lend any copy of the software, except where we agree by separate agreement.
- Neither you nor your users may reverse engineer, decompile or disassemble the software, except to the extent expressly permitted by applicable law despite this limitation.
- Neither you nor your users may make copies of the software and distribute them on media to your student users.
- In order to run any version of a Microsoft Windows operating system you or your users must have a valid license for a Microsoft Windows operating system on each PC on which the software is run. You or your users are eligible to run an upgrade version of a Windows operating system if you or your users have a valid license for a Macintosh operating system.
- Neither you nor your users may transfer licenses to, or sublicense, the software to the U.S. Government.
- The components of the software may vary by platform. You may run only the components of the software that are included on the platform you choose to deploy.

The software licensed under this agreement is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to this software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

6. *Distributing Media*

- To Your Faculty and Staff.** You may acquire the quantity of media as necessary to distribute the software to your faculty and staff for use in accordance with your agreement. All media for a particular product must be acquired from a Microsoft-approved fulfillment source for that product. You may also copy volume licensing media acquired from a Microsoft-approved fulfillment source for distribution to your faculty and staff users only (other than for purposes of faculty and staff Work at Home rights). All copies must be true and complete copies (including copyright and trademark notices). Replication guidelines are posted at <http://selectug.mslicense.com/>. You must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable product use rights and other restrictions, and may disclose them only to employees authorized to engage in the installation and support of the software. You may not disclose volume licensing keys to faculty and staff work-at-home or student option users or to any other unauthorized third party.
- To Your Faculty and Staff Work at Home Users and To Your Student Option Users.** If you order faculty and staff Work at Home rights for selected software or select the Student Option in a Subscription Enrollment, access to media by your faculty and staff for Work at Home purposes and by your Student Option users must be restricted and regulated by you. All media for software distributed to your faculty and staff for Work at Home purposes and to your Student Option users must be acquired from a Microsoft approved fulfillment source, and such software may be distributed to such users only in the following ways:
 - (i) if you purchase individual student-media CD-ROM or disk sets (collectively, "student media") for a particular software, through distribution of one copy of such student media directly to each authorized Work at Home or Student Option user (student media may contain product activation features that limit the number of installations; your reseller can identify media and software that contains product activation features. You can get details on ordering and distributing student media, including a list of the software for which student media is currently available, on <http://www.microsoft.com/Education/?ID=StudentMedia>); or
 - (ii) utilizing volume licensing media that you acquire pursuant to Section 6(a), via (a) controlled download from your secure network server(s) or other storage device(s), (b) manual installation by you at a central location that you control, or (c) a system of controlled short-term

checkout of applicable volume licensing media solely for purposes of individual user installation, provided that this option (c) is available only for software for which a volume licensing key is not required.

7. Work at Home Rights.

If you have ordered work at home rights for a particular product on a Campus Agreement or School Agreement subscription enrollment, during the licensed period, your faculty and staff users who are licensed to use the particular product at school, have the right to run one copy of that product on a home PC that they own or lease (or, for work at home rights ordered for a client access license, to access the server product(s) from a home PC that they own or lease), for school-related purposes only; provided that in the case of work at home rights ordered for any product under a School Agreement subscription enrollment, the total number of faculty and staff users may not exceed the total number of eligible PCs included in that School Agreement subscription enrollment.

8. Limited Software Warranty.

We warrant that each version of the software will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the software are limited to the same extent and the same one year period. This warranty does not apply to components of the software which you are permitted to redistribute under applicable product use rights, or if failure of the software has resulted from accident, abuse or misapplication. If you notify us within the warranty period that software does not meet this warranty, then we will, at our option, either (i) return the price paid for that software or (ii) repair or replace that software. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any software to function as described in this section. With the sole exception of support services available for some software through Software Assurance, technical or other product support for the software is not provided under your agreement, but can be purchased separately should you choose.

9. Confidentiality.

We may use any technical information we derive from providing services related to our software for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base. We are not obligated to restrict the future work assignments of people who have had access to your confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in the course of such use.

10. Defense of infringement and misappropriation claims.

We will defend you against any of the following claims made by an unaffiliated third party, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent):

- a. claims that any software or fix infringes its patent, copyright or trademark or misappropriates its trade secret, or
- b. claims that any service deliverable infringes its copyright or trademark, or misappropriates its trade secret.

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the software or fix after we notify you to discontinue running due to such a claim; (ii) your combining the software or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the software or fix; (v) your distribution of the software or fix to, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to the software or a fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing software or fix, or (ii) modify the software or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing software or fix immediately. If, as a result of an infringement claim, your use of the software or a fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing software or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 10 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

11. Transfers.

Your rights are personal to you and as a result you may not transfer or otherwise assign your agreement or your rights or obligations under your agreement to any third party, except by our express prior written consent.

Transfers to Graduating Higher Education Students. If you elect the student option in your subscription enrollment under the Campus Agreement program, you may at any time during the licensed period transfer the right to run the software to a graduating student, upon such student's graduation from your institution. You must provide each graduating student with a student license confirmation (attached as Exhibit 1 to your subscription enrollment). In addition, you must secure from each such graduating student their acceptance of the terms of the student license confirmation and the license rights. Upon acceptance of such terms, their right to run the software identified in the license confirmation becomes perpetual.

12. Term and Termination.

These license rights become effective on the date of our confirmation letter to you as specified in the applicable subscription enrollment and continue during the licensed period, unless earlier terminated as provided in the general terms and conditions. These license rights may be terminated as provided in the general terms and conditions.

Effect of Termination and Licensed Period Expiration. Users may only run the software according to the terms of your agreement. Your users are only licensed to run the software during the licensed period. If your agreement is terminated, or you do not submit a subscription enrollment prior to the expiration of the licensed period or purchase perpetual licenses for the software, then all software run as a result of your agreement must be deleted at the time that the licensed period expires or is otherwise earlier terminated. If you do not submit a new subscription enrollment prior to the end of the preceding licensed period for an existing subscription enrollment, you must make reasonable efforts to ensure that your faculty and staff users (i) delete and remove software copies

from the temporary ram (RAM) and permanent memory (e.g., hard disk) of their home PCs, and (ii) disconnect access to any server software at the end of the licensed period.

13. Notice Information.

We will send any notices to the contact and locations you list on your subscription enrollment(s). You will notify us in writing, using our notices contact information, if your address or the contact information that you provide in your subscription enrollment(s) changes. We will notify you in writing if our address or contact information changes.

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