PRODUCT USE RIGHTS DOCUMENT FOR EDISCOVERY

This Product Use Rights Document ("Document") contains additional terms and conditions (the "Product Use Rights") for the Licensed Software licensed under the Veritas Software License Agreement ("License Agreement") between You as the individual, the company, or the legal entity that will be utilizing the Licensed Software (referred below as "You" or "Your") and Veritas Technologies LLC. Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence.

BY DOWNLOADING, INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO COMPLY WITH THE PRODUCT USE RIGHTS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE PRODUCT USE RIGHTS APPLICABLE TO THE LICENSED SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.

For purposes of this Document, the Licensed Software is: eDiscovery

1. ADDITIONAL TERMS AND CONDITIONS. Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

1.1. "Audio Hours" means the maximum number of hours of audio content to be processed (e.g. converted into .pat files) or indexed by the Licensed Software and available for search within the Veritas eDiscovery Platform at a single point in time. If data is deleted from processing/indexing and such files are no longer available for search within the Veritas eDiscovery Platform, such removed or deleted data will not be counted in the determination of your then-current number of Audio Hours.

1.2. "Cold Disaster Recovery Equipment" means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

1.3. "Disaster" means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

1.4. "Failover Readiness Testing" means testing of the procedures for transferring Your production operation from one server to another.

1.5. "Gigabyte(s)" means the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the Licensed Software. One Gigabyte is equal to 1,024 megabytes of data.

1.6. "Production Use" means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

1.7. "Server" means a standalone system or an individual computer acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. A Server can run server software for other computers or devices.

1.8. "Terabyte" means the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 1,024 Gigabytes of data.

1.9. "Testing Day" means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

1.10. "User" means a named individual for whom a legal hold notice is sent or for whom data is identified, held or collected by the Licensed Software. User data sources that are collected from can include desktops and laptops, email servers, file shares, and other servers that are shared across multiple Users.

2. LICENSED SOFTWARE MODULES.

2.1 Veritas eDiscovery Platform Pre-Processing, Processing & Analysis and Review Modules: If the License Instrument indicates that You have received a license for any of the following: Veritas eDiscovery Platform Pre-Processing, Processing & Analysis and Review module ("PPAR"), the Veritas eDiscovery Platform Pre-Processing, Processing & Analysis module ("PPA"), the Veritas eDiscovery Platform Pre-Processing Module, or the Veritas eDiscovery Platform Review Module, You may use the Licensed Software for up to the number of Gigabytes or Terabytes of uncompressed data processed, analyzed and revised in active cases as indicated on Your License Instrument. In addition, unless Your License Instrument indicates You have purchased the Single Use Option, You may delete or archive existing cases in order to reuse processing and analysis capacity for new cases, as long as the total data processed, analyzed and reviewed concurrently does not exceed the number of Gigabytes or Terabytes licensed as indicated on Your License Instrument. If Your License Instrument indicates You have purchased the Single Use Option, You may not delete or archive existing cases in order to reuse processing and analysis capacity for new cases and each case, once processed, counts toward the overall number of Gigabytes or Terabytes licensed as indicated on Your License Instrument. If You license more than one Module, Your license for each Module must be for the same amount of Gigabytes or Terabytes. If Your license is a subscription based license, Your use is limited to the term specified in the License Instrument.
2.2. Identification & Collection Module. If the License Instrument indicates that You have received a license for the Veritas eDiscovery Platform Identification and Collection Module, You may use the Licensed Software for the number of Users as indicated on Your License Instrument. You may collect data from an unlimited number of different data sources per User, subject to the scope of Your data connector license(s). You are not limited on the amount of data that can be identified and collected across the total licensed number of Users. If You are no longer actively identifying and collecting data for a User, You may replace that User with another User for the purposes of determining the number of Users for whom You are using the Veritas eDiscovery Platform Identification and Collection Module. Data connectors for desktops, laptops, Microsoft Exchange Server, IBM Lotus Domino Server, Veritas Enterprise Vault and file shares are included in the license and governed by the terms of this Agreement. You must pay additional fees for other data connectors. If Your license is a subscription based license, Your use is limited to the term specified in the License Instrument.

2.3. Legal Hold Module. If the License Instrument indicates that You have received a license for the Veritas eDiscovery Platform Legal Hold Module, You may use the Licensed Software for the number of Users as indicated on Your License Instrument. You may provide an unlimited number of notices to each individual User. If a User is no longer on an active legal hold, You may replace that User with another User for the purposes of determining the number of Users for whom You are using the Legal Hold Module. If Your license is a subscription based license, Your use is limited to the term specified in the License Instrument.

2.4. Audio Search. If the License Instrument indicated that You have received a license for Veritas eDiscovery Platform Audio Search, You may use the Licensed Software for up to the number of Audio Hours as indicated on Your License Instrument.

2.5. Data Connectors. If the License Instrument indicates that You have received a license for a specific data connector, not otherwise included in the Veritas eDiscovery Platform Identification and Collection Module, this Agreement shall govern the use of such data connector. You may only use the number of data connectors as specified in the License Instrument.

3. PLATFORM REQUIREMENTS. As indicated in the License Instrument, the Products may be delivered to and deployed by You as the eDiscovery Software Platform, or the eDiscovery Hardware Platform.

3.1. eDiscovery Software Platform: If the License Instrument indicates delivery as the eDiscovery Software Platform, You are responsible for procuring Your own hardware and Your use of the Licensed Software shall be limited to use on one Server at a time, even if You transfer from one Server to another.

3.2. eDiscovery Hardware Platform: If the License Instrument indicates delivery as the eDiscovery Hardware Platform, the Licensed Software is delivered pre-installed on the hardware equipment (“Hardware”). You may only use the Licensed Software as pre-installed by Veritas eDiscovery Platform on the Hardware and You may not uninstall, copy or transfer the Licensed Software to any other media or equipment. An annual Hardware support and maintenance fee is incurred with this delivery method. Notwithstanding the above, You may uninstall the Licensed Software from the Hardware and transfer the Licensed Software to another hardware system that You have purchased from Veritas, or from a third party, provided that such hardware system complies with Veritas’ published requirements to support the Licensed Software, and as enabled through Veritas’ then-current administrative processes and policies for license transfer.

3.3. Use Level/License for Hardware. If You have purchased the Licensed Software pre-installed on Hardware, the Licensed Software is licensed for use by You only in support of, or in conjunction with, the Hardware at the Use Levels as described on the applicable License Instrument. For any Licensed Software embedded in the Hardware, You have the right to use such Licensed Software only to the extent of supporting the applicable Hardware unit, including the original processors included therein, that You have purchased from Veritas. You may not transfer such Licensed Software to any other hardware, or use the Licensed Software for any additional hardware or equipment, except as authorized by Veritas. For any Licensed Software included with the Hardware to be installed on separate computers or devices, You have the right to use such Licensed Software only in support of and in conjunction with the Hardware and subject to any limitations as provided in this License Agreement.

4. EVALUATION AND LOANER UNITS. The following section will replace Section 11, Evaluation, above and govern Your use of any Evaluation or Loaner Units, as defined in this section 4. Veritas may provide Product(s) to You designated either for evaluation purpose (each, an “Evaluation Unit”) or short term loan (each, a “Loaner Unit”), as indicated by Veritas in writing. Your rights to use the applicable Evaluation Unit or Loaner Unit will be pursuant to the terms of Your executed evaluation or loan agreement. If You do not have such an agreement with Veritas, the following terms and conditions shall apply to the Evaluation Unit(s) and/or Loaner Unit(s): Veritas grants to You a non-exclusive, temporary, royalty-free, non-assignable license to use any Evaluation Units and Loaner Units only for the period of time (“Limited Term”), and for the use level enabled by the license key(s) provided by Veritas. Evaluation Units are provided to allow You to evaluate the features and functionality of the Licensed Software to determine whether You will purchase a longer-term license to use the Product Software in Your production environment and may not be used to process live data or be used in a production environment during the Limited Term. There is no acquisition charge for Loaner Unit(s) during the Limited Term. Loaner Units may be provided as a convenience to customers who have already purchased a license for the Licensed Software contained on the Loaner Unit, and Your use of the Loaner Unit is limited to the same capacity and/or usage restrictions as apply to Your purchased license of the Licensed Software. For example, if You purchase a license for the Veritas eDiscovery Platform Legal Hold Module for 10 Users, and You receive a Loaner Unit, Your use of the Loaner Unit is limited to 10 Users. For service providers, this includes applicable consumption-related reporting and fees which also apply. Also, during the Limited Term, You will not cause or permit Evaluation Unit(s) and/or Loaner Unit(s) to be moved from their original installation location without Veritas’ prior written consent. Maintenance/Support is not included with Evaluation Unit(s) or Loaner Unit(s) under this Agreement; any assistance that Veritas may elect to provide hereunder is on an as-available, reasonable efforts basis without obligation. Maintenance/Support for Loaners for the Limited Term may be acquired by entering into a manually signed Loaner Agreement with Veritas. After expiration of the Limited Term, You must return Evaluation Unit(s) and/or Loaner Unit(s) promptly, and in their original received condition (absent reasonable wear and
5. **AMENDED LICENSE GRANT.** Section 2 of this License Agreement is hereby deleted in its entirety and replaced with the following:

   “2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 5) license rights:

   a. You may use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument.

   b. Provided that You have a currently effective Maintenance/Support contract for the Licensed Software, You may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in this License Agreement and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Veritas as indicated on the applicable License Instrument. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid Maintenance/Support contract in effect for the Licensed Software.

   c. You may make a single uninstalled copy of the Licensed Software for archival purposes.”

6. **PRIVACY; DATA COLLECTION.** In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose and use certain information (“Collected Data”). Collected Data may include, but is not limited to, personally identifiable information about You, Your devices or systems or Your software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas’ products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas’ [https://www.veritas.com/privacy](https://www.veritas.com/privacy) in order to fully understand what information Veritas collects, retains, discloses, and uses from You or Your devices. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations.

7. **ADDITIONAL LICENSE TERMS FOR EMBEDDED THIRD PARTY PROGRAMS.** The Licensed Software may include some or all of the following components from other vendors (“Third Party Components”). These Third Party Components are licensed under the terms of this License Agreement plus the additional provisions specified below for each Component:

   7.1. **General.** The Third Party Components may only be used in support of and in conjunction with the Licensed Software. You are not authorized to access the Third Party Components on a standalone/de-coupled basis, unless explicitly authorized by Veritas.

7.2. **Oracle.**

7.2.A. **General Terms of Oracle Programs.** The Licensed Software may include programs developed by or marketed by Oracle Corporation and its affiliates (“Oracle Programs”), including, without limitation, MySQL, and Outside In. Your use of Oracle Programs is subject to the following limitations:

   a. You will limit the use of the Oracle Programs to the legal entity that entered into this License Agreement.

   b. You shall be responsible for Your agent’s, contractor’s, outsourcer’s, customer’s and supplier’s use of the Oracle Programs and their compliance with the terms of this License Agreement.

   c. Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Programs.

   d. You cannot assign, give, or transfer the Oracle Programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the Oracle Programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

   e. You are prohibited from (a) use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any Oracle Program markings or any notice of Oracle’s or its licensors’ proprietary rights; (c) making the programs available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.

   f. You are prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Oracle Programs) and prohibit duplication of the programs except for a sufficient number of copies of each Oracle Program for the end user’s licensed use and one copy of each program media.
g. To the extent permitted by applicable law, You agree that Oracle shall have no liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs.

h. Upon the termination of the License Agreement, You must discontinue use and destroy or return to Veritas all copies of the Oracle Programs and documentation.

i. You may not publish any results of benchmark tests run on the Oracle Programs.

j. You must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

k. The Oracle Programs are subject to a restricted license and can only be used in conjunction with the other portions of the Licensed Software.

l. Veritas may audit Your use of the Oracle Programs, require You to provide reasonable assistance and access to information in the course of such audit and permit Veritas to report the audit results to Oracle or to assign Veritas rights to audit Your use of the Oracle Programs to Oracle. Where Veritas assigns our right to audit to Oracle then Oracle shall not be responsible for any of Veritas or Your costs Incurred in cooperating with the audit.

m. Oracle America, Inc. is a third party beneficiary of this License Agreement.

n. The terms and conditions of the Uniform Computer Information Transactions Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this License Agreement.

o. Some Oracle Programs may include source code that are provided as part of its standard shipment of such Oracle Programs, which source code shall be governed by the terms of this License Agreement.

p. Any third party technology that may be appropriate or necessary for use with some Oracle Programs are specified in the Documentation or as otherwise notified by Veritas and such third party technology is licensed to You only for use with the other portions of Licensed Software under the terms of the third party license agreement specified in the Documentation or as otherwise notified by Veritas and not under the terms of this License Agreement.

q. You are financially responsible to Oracle for any losses suffered by Oracle due to the breach of this License Agreement in Your use of the Oracle Programs.

7.2.B. MySQL Standard Edition (“MySQL”). In addition to the terms under Section 7.2.A above, You may not copy MySQL onto any public or distributed network or use MySQL as a general SQL server, a standalone application, or with applications other than the Licensed Software.

7.2.C. Outside In. In addition to the terms under Section 7.2.A above, Your use of Outside In is limited to running the object code version of Outside In solely as integrated with, and for running the Licensed Software. You may not use Outside In with any applications other than the Licensed Software.

Notwithstanding anything to the contrary in this Agreement, You may not:

a. Allow the programs to be accessed by any application or process not included in the Licensed Software;

b. Allow the output from the programs (for example: plain text, Unicode text, HTML or XML) to be accessed by any application, other than the Licensed Software;

c. Implement any sub-component or API of the programs as a standalone process without a specific license to do so;

d. Expose or publish any program API to any third-party; or allow the programs to be accessed, distributed, or sublicensed via web services architecture except where the content to be converted is directly controlled by the Licensed Software.

7.2.D. Use of Java Software. The Licensed Software contains Java as licensed from Oracle Corporation. In addition to the terms under Section 7.2.A above, Your use of the Java portion of the Licensed Software (“Java Software”) is subject to the following additional terms:

a. Java Technology Restrictions. You shall not create, modify, change the behavior of, or authorize licensees of Veritas to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that Veritas creates an additional API(s) which:

   (a) extends the functionality of a Java Environment; and
   (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Veritas must promptly publish broadly an accurate specification for such API for free use by all developers.

b. Trademarks and Logos. This License Agreement does not authorize You to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Veritas in any Java Mark.

c. Source Code. The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Source code may not be redistributed unless expressly provided for in the terms of the License Agreement.

d. Third Party Code. Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

e. Commercial Features. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified in the Java Software documentation accessible at
7.3. **Nexidia.** The Licensed Software contains technology licensed from Nexidia. Your use of the technology licensed by Nexidia is subject to the following additional terms.

a. **Authorized Uses.** You acknowledge and agree that the Nexidia technology may only be used (i) with the Licensed Software in the eDiscovery Market and (ii) solely to perform the following:
   
   i. Search audio content stored within the Licensed Software
   
   ii. Allow phonetic search results to be displayed separately or combined with other search results driven by metadata;
   
   iii. Allow Boolean and temporal operators for phonetic search;
   
   iv. Enable variable thresholds to allow the end user to determine the correct balance of precision and recall.

b. **Unauthorized Uses.** You shall not, and shall not permit any other party (including, without limitation, end users) to perform the following:
   
   i. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Nexidia technology;
   
   ii. Alter, modify, or prepare derivative works of the Nexidia technology;
   
   iii. Use the Nexidia technology in a timesharing, outsourcing, Saas or service bureau arrangement:
   
   iv. Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on the Nexidia technology;
   
   v. Except as specifically set forth in this Agreement, sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform any Nexidia technology and/or documentation.
   
   vi. Index and search media not readable by the Nexidia technology;
   
   vii. Use the Nexidia technology technology outside of the eDiscovery and investigations Market. The Investigations and eDiscovery Market shall mean use of the Nexidia technology for search, review and extraction of audio content to support internal and legal investigations in either civil, criminal or regulatory matters.
   
   viii. Use the Nexidia technology for search, review and extraction of audio content to support internal and legal investigations in either civil, criminal or regulatory matters.
   
   ix. Index and search media not readable by the Nexidia technology;
   
   x. Install multiple instances of the Nexidia technology for a single Nexidia license.

7.4. **Microsoft Office.**

a. Your use of Microsoft Office is subject to the Microsoft License Terms for Products, set forth in Exhibit A to this License Agreement. The following terms also apply to Your use of the Microsoft Office product(s).

b. You hereby agree to Veritas providing information about You and Your purchase of the Licensed Software to Microsoft Corporation and its affiliates ("Microsoft") as required to enable Veritas to fulfill its reporting and payment obligations to Microsoft for the distribution of the Microsoft Office product.

c. The Microsoft Office product is not fault-tolerant and not guaranteed to be error free or to operate uninterrupted. The Microsoft Office product may not be used in any application or situation where the Microsoft Office Product failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems. High Risk Use does not include utilization of Microsoft Office products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of Your use of the Microsoft Office product in connection with any High Risk Use.

d. **THE MICROSOFT OFFICE PRODUCT IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**

e. **IN NO EVENT WILL MICROSOFT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF YOUR USE OR INSTALLATION OF THE MICROSOFT OFFICE PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MICROSOFT'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS ($100).**

f. In the event of a conflict between the terms of this License Agreement and the Microsoft License Terms, the Microsoft License Terms will control with respect to Your use of the Microsoft Office product.

7.5. **Open Text Inc.** The Licensed Software contains technology licensed from Open Text Inc. "Open Text". Your use of the
technology licensed by Open Text is subject to the following additional terms.

a. You may use the Open Text licensed technology in the form of object materials only;

b. Except as otherwise allowed by Veritas pursuant to a separate written contract between Veritas and You which allows You to provide managed services, You are prohibited from using the Open Text licensed technology by any third party other than You, Your affiliates, and Your approved contractors for internal business purposes;

c. You are prohibited from any transfer or conveyance of the rights and/or license(s) granted to You in violation of Veritas' standard software transfer practices;

d. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Open Text licensed technology;

e. Except as otherwise allowed by Veritas pursuant to a separate written contract between Veritas and You which allows You to provide managed services, You are prohibited from using the Open Text licensed technology in any time-sharing, service bureau, or software-as-a-service arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; and

f. The Open Text licensed technology may only be used in combination with the Licensed Software such that You are not authorized to access the Open Text licensed technology on a standalone/de-coupled basis.

g. THE OPEN TEXT PRODUCT IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

h. IN NO EVENT WILL OPEN TEXT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF YOUR USE OR INSTALLATION OF THE OPEN TEXT PRODUCT, EVEN IF OPEN TEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6. UNAUTHORIZED DISTRIBUTION OR ACCESS. You agree to use commercially reasonable efforts, using industry standard technical protections and security practices to secure the physical or virtual computing environment upon which the Licensed Software resides, in order to prevent the unauthorized use, access or distribution of the Licensed Software by any third party.
End User License Agreement

Thank you for choosing a software application that includes Microsoft Office 2013. This is a license agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“licensor”) and you. For your convenience, we’ve organized this agreement into two parts. The first part includes introductory terms; the Additional Terms follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window.

THE ADDITIONAL TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU LIVE IN THE UNITED STATES, THESE AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH THE LICENSOR OR MICROSOFT, AND YOU SHOULD READ THEM CAREFULLY.

BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE, YOU AGREE TO ALL OF THESE TERMS AND CONSENT TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVATION AND FOR INTERNET-BASED FEATURES OF THE SOFTWARE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SOFTWARE OR FEATURES. Instead, you should return it to the place where you purchased the software license, for a refund or credit.

How can I use the software? We do not sell our software or your copy of it – we only license it. Under our license we grant you the right to install and run that one copy on one computer (the licensed computer) for use by one person at a time, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer. Please refer to the Additional Terms for licenses and conditions that are specific to certain countries, Limited Rights Versions and Special Editions of the software. The components of the software are licensed as a single unit. You may not separate or virtualize the components and install them on different computers. The software may include more than one version, such as 32-bit and 64-bit, and you may install and use only one version at a time. Except for the permitted use described under “Remote Access” below, this license is for direct use of the software only through the input mechanisms of the licensed computer, such as a keyboard, mouse, or touchscreen. It does not give permission for installation of the software on a server or for use by or through other computers or devices connected to the server over an internal or external network. The software also is not licensed for commercial hosting. For more information on multiple user scenarios and virtualization, see the Additional Terms.

How do I obtain a backup copy? You may order or download a backup copy of the software from microsoft.com/office/backup. You may not distribute the backup copy of the software. You may use it only to reinstall the software on the licensed computer.

Can I transfer the software to another computer or user? You may not transfer the software to another computer or user. You may transfer the software directly to a third party only, as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution, and as installed on the licensed computer, with the Certificate of Authenticity label, if applicable, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

How does Internet activation work? Activation associates the use of the software with a specific computer or device. During activation, the software will automatically contact Microsoft or its affiliate to confirm the license is associated with the licensed computer. This process is called “activation.” Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you have no right to use the software after the time permitted for activation and you may not bypass or circumvent activation. If you have not entered a product key during the time permitted for activation, most features of the software will stop running.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our Privacy Statement at r.office.microsoft.com/r/riddOPrivacyState15HighLight?cid=1033.

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them.

Are there things I’m not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. 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 any service, data, account or network, in an unauthorized manner.

What about upgrading or converting the software? If you install the software covered by this agreement as an upgrade or conversion to your existing software, then the upgrade or conversion replaces the original software that you are upgrading or converting from. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

ADDITIONAL TERMS

A. LICENSE RIGHTS AND MULTI USER SCENARIOS

1. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.

2. Multiple or Pooled Connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.

3. Use in a Virtualized Environment. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by full-volume disk drive encryption technology may be less secure in a virtualized environment.

4. Remote access. The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

B. BINDING ARBITRATION AND CLASS ACTION WAIVER

1. Application. This Section B applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, THE LICENSOR’S, OR EITHER OF OUR LICENSORS’ INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and the licensor, or you and Microsoft, concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

2. Notice of Dispute. In the event of a dispute, you or the licensor must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. Send it by U.S. Mail to the licensor, ATTN: LEGAL DEPARTMENT. The licensor will send any Notice of Dispute to your U.S. Mail address if available, or otherwise to your e-mail address. You and the licensor will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or the licensor may commence arbitration.

3. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or the licensor's principal place of business, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

4. BINDING ARBITRATION. IF YOU AND THE LICENSOR, OR MICROSOFT, DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

5. CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU, THE LICENSOR, NOR MICROSOFT, WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

6. Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is $75,000 or less whether or not you are an individual or how you use the software, the AAA Supplementary Procedures for
Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving $10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the licensor’s principal place of business. The licensor agrees to commence arbitration only in your county of residence. 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, and only to the extent required to satisfy your individual claim.

7. Arbitration Fees and Incentives.
   
i. Disputes Involving $75,000 or Less. The licensor will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject the licensor’s last written settlement offer made before the arbitrator was appointed (“last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than the last written offer, the licensor will give you three incentives: (1) pay the greater of the award or $1,000; (2) pay twice 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.

ii. Disputes Involving More Than $75,000. The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.

iii. Disputes Involving Any Amount. In any arbitration you commence, the licensor will seek its AAA or arbitrator’s fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration the licensor commences, it will pay all filing, AAA, and arbitrator’s fees and expenses. It will not seek its attorney’s fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

8. Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

9. Severability. If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.

10. Third-Party Beneficiary. Microsoft Corporation is not a party to this agreement but is a third-party beneficiary of your and the licensor’s agreement to resolve disputes through informal negotiation and arbitration. If your dispute is with Microsoft, Microsoft agrees to do everything the licensor agrees to do in Section B, and you agree to do everything regarding Microsoft that Section B requires you to do regarding the licensor. Mail a Notice of Dispute with Microsoft to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

C. CHOICE OF LAW
   
The laws of the state or country where you live govern all claims and disputes under this agreement, including breach of contact claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. If you acquired the software in any other country, the laws of that country apply. 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 whom 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.

D. ACTIVATION
   
1. More on How Activation Works. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see microsoft.com/piracy/activation.mspx. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.

2. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

3. Activation Failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.
4. Updates and Upgrades. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see howtotell.com.

E. INTERNET-BASED FEATURES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Privacy Statement, at r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033. Some Internet-based features may be delivered at a later date via Microsoft’s Update service.

1. Consent for Internet-Based Services. The software features described below and in the Office 2013 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2013 Privacy Statement at r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.

2. Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see microsoft.com/products/ceip/EN-US/privacypolicy.mspx.

3. Online Features and Content. Features in the software can retrieve online content from Microsoft and provide it to you. Certain features may also permit you to search for and access information online. Examples of these features include clip art, templates, online training, online assistance and help, and Outlook Weather on the Calendar. If you save a template provided by Office.com, information will be sent online to Microsoft, such as information that identifies the template, but not any specific document you have created using the template. This information is used to provide you with content you request and to improve our services. You may choose not to use these online features and content. See the Office 2013 Privacy Statement linked at the end of this agreement for more information.

4. Cookies. If you choose to use online features in the software, such as online assistance and help, and templates, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Office 2013 Privacy Statement linked at the end of this agreement.

5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software’s online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in SkyDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

6. Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

7. Automatic Update. Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed computer.

8. Use of Information. Microsoft may use the computer information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

9. Misuse of Internet-Based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

10. Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time, and you may need to reconnect to Microsoft periodically to update this feature. For more information, go to o15.officerendir.microsoft.com/r/rlidRMHelp?clid=1033. You may choose not to use this feature.

11. Office Roaming Service. If you choose to sign into the software with your Microsoft account, you turn on the Office Roaming Service. Turning on the Office Roaming Service sends certain settings (including your list of Most Recently Used Documents, your custom dictionary, and your visual themes) online to Microsoft servers, where they are stored and downloaded to your computer the next time you sign into the service with your Microsoft account. For more information about the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

F. LIMITED RIGHTS VERSIONS

Some versions of the software, like Not for Resale and Academic or University Edition software, are distributed for limited purposes.

PROD USE RIGHTS DOCUMENT v.1.0_STD ENGLISH_18MARCH2015
You may not sell software marked as “NFR” or “Not for Resale,” and you must be a Qualified Educational User to use software marked as “University,” “Academic Edition” or “AE.” If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information. Academic or University software may not be used for commercial, non-profit, or revenue-generating activities.

G. HOME AND STUDENT SOFTWARE

“Home and Student” edition software may not be used for commercial, non-profit, or revenue-generating activities.

H. JAPAN

If you live in Japan or acquired the software while you lived in Japan, we grant you the following rights under our licenses:

1. “PIPC.” For software marked as “PIPC,” you may install and run one copy of the software on one licensed computer, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer.

2. Editions other than PIPC. You may install and run one copy of the software on one licensed computer (the first licensed computer), but only if you comply with all the terms of this agreement. Provided that you comply with all the terms of this agreement, you may install another copy of the software on a second licensed computer for use by the primary user of the first licensed computer. You may make a single copy of the software for backup purposes, and use that backup copy as described below. You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement, and c) the transfer of the software and the license is part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. The first user may not retain any copies of the software. Before any permitted transfer, the end user must agree that this agreement applies to the transfer and use of the software. If the software is an upgrade, any transfer must also include all prior versions of the software. To make that transfer, you must transfer the original media, the Certificate of Authenticity, if applicable, the product key and the proof of purchase directly to that other person, without retaining any copies of the software. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Anytime you transfer the software to a new computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers.

The non-commercial use restrictions for Academic, University or Home and Student Edition software do not apply to you if you live in Japan or acquired the software while you lived in Japan.

I. HOME USE PROGRAM SOFTWARE

You must be a “Home Use Program User” to use software marked as “Home Use Program.” To be a Home Use Program User, you must be both:

- an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
- the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.

J. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

1. Third-Party Programs. The software may include third-party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third-party program are included for your information only.

2. Font Components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

3. Media Elements. Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through features of the software, are governed by the terms on those websites.

4. Language Packs and Proofing Tools. If you acquire a language pack, language interface pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs, language interface packs and proofing tools are a part of the software and may not be used separately.

K. GEOGRAPHIC AND EXPORT RESTRICTIONS

If there is a geographic region indicated on your software packaging, 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 go.microsoft.com/fwlink/?LinkId=141397 and microsoft.com/exporting.

PROD USE RIGHTS DOCUMENT v.1.0_STD ENGLISH_18MARCH2015
L. ENTIRE AGREEMENT

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to the software Help screen and clicking on the Microsoft Software License Terms link or going to microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx. You can also review the terms at any of the links in this agreement by typing the URLs into your browser address bar, and you agree to do so. You agree that for each service that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you accept this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you are:

- r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033 (Office 2013 Privacy Statement)

M. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

N. NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT. MICROSOFT DOES NOT PROVIDE AN IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

O. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

P. FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by Microsoft. 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.

If the Australian Consumer Law applies to your purchase, the following applies to you: 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.

Microsoft, Outlook, SkyDrive, and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries.