

Oracle MICROS Workstation 8 Series Licensing Information User Manual



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Preface

This document contains licensing information for all configurations of the Oracle MICROS Workstation 8 Series.

Audience

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- Exact error message received
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Documentation

Oracle Food & Beverage product documentation is available on the Oracle Help Center at <http://docs.oracle.com/en/industries/food-beverage/>

Revision History

Date	Description of Change
June 2023	Initial publication

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Licensing Information

This chapter provides descriptions of each configuration of the Workstation 8 Series and links to associated licensing information.

Workstation 8 Series Product Editions

Product	Subproduct	Description
Oracle MICROS Workstation 8 Series	Oracle MICROS Workstation 820 Microsoft Windows 10 IoT Enterprise 2021 LTSC, 256 GB SSD, 8 GB RAM, Wi-Fi. Part Number: 7606077	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 10 IoT Enterprise 2021 LTSC operating system.
	Oracle MICROS Workstation 820 Microsoft Windows 10 IoT Enterprise 2021 LTSC, 256 GB SSD, 8 GB RAM. Wi-Fi not included. Part Number: 7606079	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 10 IoT Enterprise 2021 LTSC operating system.
	Oracle MICROS Workstation 820 Oracle Linux for MICROS, 128 GB SSD, 8 GB RAM, Wi-Fi. Part Number: 7606080	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Oracle Linux for MICROS operating system.
	Oracle MICROS Workstation 820 Oracle Linux for MICROS, 128 GB SSD, 8 GB RAM. Wi-Fi not included. Part Number: 7606081	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Oracle Linux for MICROS operating system.

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1. INSTALLATION AND USE RIGHTS.

- a. **Individual license.** If you are an individual working on your own applications to sell or for any other purpose, you may use the software to develop and test those applications.
- b. **Organization licenses.** If you are an organization, your users may use the software as follows:
 - Any number of your users may use the software to develop and test your applications released under Open Source Initiative (OSI) approved open source software licenses.
 - Any number of your users may use the software to develop and test extensions to Visual Studio.
 - Any number of your users may use the software to develop and test your applications as part of online or in person classroom training and education, or for performing academic research.
 - If none of the above apply, and you are also not an enterprise (defined below), then up to 5 of your individual users can use the software concurrently to develop and test your applications.
 - If you are an enterprise, your employees and contractors may not use the software to develop or test your applications, except for open source and education purposes as permitted above. An “enterprise” is any organization and its affiliates who collectively have either (a) more than 250 PCs or users or (b) more than one million US dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization.
- c. **Demo use.** The uses permitted above include use of the software in demonstrating your applications.

2. TERMS FOR SPECIFIC COMPONENTS.

- a. **Utilities.** The software contains some items on the Utilities List at <http://go.microsoft.com/fwlink/?LinkId=523763&clcid=0x409>. You may copy and install those items, if included with the software, on yours or other third party machines, to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access machines on which they are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any machine.

- b. Build Server.** The software contains some items on the Build Server List at <http://go.microsoft.com/fwlink/?LinkId=523763&clid=0x409>. You may install copies of those items, if included with the software, on your build machines. You and others in your organization may use these items on your build machines solely for the purposes of compiling, building, verifying and archiving your applications or running quality or performance tests as part of the build process.
- c. Font Components.** While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
- d. Licenses for other components.**

 - **Microsoft platforms.** The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the license terms found in the installation directory for that component or in the “Licenses” folder accompanying the software.
 - **Developer resources.** The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at www.support.microsoft.com/common/international.aspx.
 - **Third party components.** The software may include third party components with separate legal notices or governed by other agreements, as described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply. The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file. You may obtain this source code from us, if and as required under the relevant open source licenses, by sending a money order or check for \$5.00 to: Source Code Compliance Team, Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052. Please write “source code for Microsoft Visual Studio Community 2015” in the memo line of your payment. We may also make a copy of the source code available at <http://thirdpartysource.microsoft.com>.
- 3. DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in applications you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)

 - a. Distribution Rights.** The code and text files listed below are “Distributable Code.”

- REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=523763&clcid=0x409>.
 - Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, “Simple Styles” or “Sketch Styles”.
 - Image Library. You may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.
 - Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.
- b. Distribution Requirements.** For any Distributable Code you distribute, you must:
- add significant primary functionality to it in your applications; and
 - require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement.
- c. Distribution Restrictions.** You may not:
- use Microsoft's trademarks in your applications' names or branding in a way that suggests your applications come from or are endorsed by Microsoft; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An “Excluded License” is one that requires, as a condition of use, modification or distribution, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify it.
- 4. DATA.** The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you to collect data from users of your applications. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data collection and use in the help documentation and the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=528096&clcid=0x409>. Your use of the software operates as your consent to these practices.
- 5. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not
- a.** work around any technical limitations in the software;
 - b.** reverse engineer, decompile or disassemble the software, or attempt to do so, except and only to the extent required by third party licensing terms governing the use of certain open-source components that may be included with the software;
 - c.** remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - d.** use the software in any way that is against the law;
 - e.** share, publish, rent or lease the software, or provide the software as a stand-alone hosted solution for others to use.

6. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
 7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
 8. **EXPORT RESTRICTIONS.** You must 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 export restrictions, visit (aka.ms/exporting).
 9. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live govern all other claims. If you acquired the software in any other country, its laws apply.
 10. **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. Separate and apart from your relationship with Microsoft, 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.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c. **Germany and Austria.**
- **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
 - **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, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if 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, Microsoft will not be liable for slight negligence.

- **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

- **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Software License Terms for Windows 10 Operating System

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any printed paper license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

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 during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

a. Applicability. This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide

functionality such as mail, calendar, contacts, and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

b. Additional terms. Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.

(i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.

(ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

(iii) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at (aka.ms/adobe/flash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

(iv) 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. Installation and Use Rights.

a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.

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:

(i) use or virtualize features of the software separately;

(ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;

(iii) transfer the software (except as permitted by this agreement);

(iv) work around any technical restrictions or limitations in the software;

(v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or if a business where your principal place of

business is located) permit this even when this agreement does not. In that case, you may do only what your law allows; and

(vii) 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.

(i) **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.

(ii) **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.

(iii) **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.

(iv) **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.

(v) **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.

(vi) **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 not use the software on a device with automated teller machine ("ATM") as the primary functionality.

(vii) **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 word processing, spreadsheets, database, scheduling, and personal finance.

(viii) **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.

(ix) **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

e. 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 to a Third Party.

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 enabled and 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. 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 www.adr.org 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.

(i) **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.

(ii) **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.

(iii) **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, except that 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.

(i) **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.

(ii) **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.

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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