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MICROSOFT SOFTWARE LICENSE TERMS WINDOWS CPC 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!

This is a license agreement between you and Microsoft or device manufacturer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates. This agreement describes your rights, obligations, and the conditions upon which you may use the Windows CPC software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the <https://aka.ms/> link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms. 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, to determine its return policy and return the device for a refund or credit under that policy. You must comply with that policy, which requires 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 CPC software that is preinstalled on your device, 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 CPC apps developed by Microsoft that are included with Windows CPC, unless other terms apply. If this agreement contains terms regarding a feature or service not available on your device, those terms do not apply.
- b. Additional terms.** Additional Microsoft and third-party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please read them.
 - (i) Some Windows CPC apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms, such as the Microsoft Services Agreement at <https://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. The services may not be available in all regions.

- (ii) Microsoft may include additional apps, which will be subject to separate license terms.
- (iii) The software may include third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third-party programs can be viewed at <https://aka.ms/thirdpartynotices>.

2. Installation and Use Rights.

- a. **License.** Under this agreement, we grant you the right to run one instance of this software on the device. You may not install or run the software on multiple devices in parallel. 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 the local hardware system authorized to run the Windows CPC software. A hardware partition or blade is considered to be a device. For purposes of this agreement, "device" does not include any hardware system (whether physical or virtual) on which the software is installed or accessed solely for remote use over a network.
- c. **Restrictions.** The device manufacturer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement and no other rights are licensed to you. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):
 - (i) use or virtualize features of the software separately;
 - (ii) publish, copy (other than the permitted backup copy), rent or lease, the software;
 - (iii) work around any technical restrictions or limitations in the software;
 - (iv) use the software as server software or to operate the device as a server; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users;
 - (v) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to

debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the software;

- (vi) 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; and
- (vii) use the Windows CPC software on a device other than the device it comes pre-installed on.

3. Privacy. Your privacy is important to us. Information on data protection and the Microsoft Privacy Statement is available at <https://aka.ms/privacy>.

4. Updates. The software periodically checks for system and app updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement or using the software, you agree to receive these types of automatic updates without any additional notice. IT Admins via Intune can configure update related settings (see <https://learn.microsoft.com/en-us/windows/client-management/mdm/policy-csp-update>).

5. Hardware Specifications. The Windows CPC software is only compatible with the hardware that is preinstalled with.

6. Compliance with Trade Laws. You acknowledge that the devices, services, software, and related technology ("Items") may be subject to applicable trade laws in one or more countries. You must comply with all relevant laws and regulations applicable to the import or export of the Items, including but not limited to, trade laws such as the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control ("Trade Laws"). Microsoft may suspend or terminate this Agreement immediately to the extent that Microsoft reasonably concludes that continued performance would violate Trade Laws or put it at risk of becoming subject to sanctions or penalties under Trade Laws. For additional information, see www.microsoft.com/exporting.

7. Warranty, Disclaimer, Remedy, Damages, and Procedures.

- a. Limited Warranty.** Depending on how you obtained the Windows CPC software, Microsoft, or the device manufacturer, warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of Microsoft, or the device manufacturer. The limited warranty starts when the first user acquires the software, and lasts for one year if acquired from Microsoft, or for 90 days if acquired from a device manufacturer. If you obtain updates or supplements directly from Microsoft during the 90-day term of the device

manufacturer's 's limited warranty, Microsoft provides the limited warranty for those updates or supplements. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period if acquired from Microsoft, or for 90 days if acquired from a device manufacturer, or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

- b. Disclaimer.** Neither Microsoft, nor the device manufacturer, gives any other express warranties, guarantees, or conditions. **Microsoft and the device manufacturer exclude all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**
- c. Limited Remedy.** If Microsoft, or the device manufacturer, breaches its limited warranty, Microsoft will, at its election, either: (i) repair or replace the software at no charge, or (ii) at Microsoft's election, accept return of the device on which the software was preinstalled for a refund of the amount paid, if any. The device manufacturer (or Microsoft if you acquired them directly from Microsoft) may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.
- d. Damages. Except for any repair, replacement, or refund that Microsoft, or the device manufacturer, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory, recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages.** The damage exclusions and remedy limitations in this agreement apply even if repair, replacement, or a refund does not fully compensate you for any losses, if Microsoft, or the device manufacturer, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. **If your local law allows you to recover damages from Microsoft, or the device manufacturer, even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).**
- e. Warranty and Refund Procedures.** For service or refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies if you acquired the

software from Microsoft, or the device manufacturer's return policies if you acquired the software from a device manufacturer. Those return policies may require return of the software with the entire device on which the software is installed; the Certificate of Authenticity label (COA) including the product key, if provided with your device, must remain affixed. Contact the device manufacturer at the address or toll-free telephone number provided with your device to find out how to obtain a warranty service for the software. If Microsoft is your device manufacturer, contact Microsoft at:

- (i) United States and Canada. Via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit <https://aka.ms/nareturns>.
- (ii) Europe, Middle East, and Africa. Via mail at Microsoft Ireland Operations Limited, Customer Care Centre, One Microsoft Place, South Country Business Park, Leopardstown, Dublin 18, Ireland; or visit <https://aka.ms/mssupport>.
- (iii) Australia. Via telephone at 13 20 58; via mail at Microsoft Pty Ltd, 1 Denison Street, North Sydney NSW 2060 Australia; or visit <https://aka.ms/mssupport>.
- (iv) Other countries. Contact the Microsoft affiliate serving your country at <https://aka.ms/mssupport>.

8. Support. For the software generally, contact the device manufacturer 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 <https://aka.ms/mssupport>.

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 review 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 and the device manufacturer.

- 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 device manufacturer, 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 device manufacturer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: CELA 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 <https://go.microsoft.com/fwlink/?LinkId=245499>. 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.
- 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 <https://aka.ms/adr> or call 1-800-778-7879. To start an arbitration, submit the form available at <https://aka.ms/arbitration> to the AAA; mail a copy to the device manufacturer (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 (or, 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. Under AAA rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- e. Arbitration fees and payments.**

 - (i) **Disputes involving \$75,000 USD or less.** The device manufacturer (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 device manufacturer (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.

- (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.
 - 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 11.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.
 - g. Severability.** If any part of Section 11 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, Section 11 will be unenforceable in its entirety.
 - 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, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the device manufacturer 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 consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.
- 11. Consumer Rights, Regional Variations.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
- a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the device manufacturer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies under the Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

- (i) the provisions excluding and limiting warranties, guarantees, damages and remedies, and limiting duration of your rights under local laws in Section 9 headed **Warranty, Disclaimer, Remedy, Damages and Procedures** do not apply to the Australian Consumer Law consumer guarantees and your rights and remedies under them;
- (ii) support and refund policies referred to in Sections 9.e and 10 are subject to the Australian Consumer Law;
- (iii) the Australian Consumer Law consumer guarantees apply to the evaluation software described in Section 14.d(ii) and the preview software described in Section 14.d(iv); and
- (iv) our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this subsection, "goods" refers to the software for which Microsoft, or the device manufacturer provides the express warranty. 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.

To learn more about your rights under the Australian Consumer Law, please review the information at <https://aka.ms/acl>.

b. European Union. The academic use restriction in Section 14.d(i) below does not apply in the jurisdictions listed at <https://go.microsoft.com/fwlink/?LinkId=534978>.

c. Germany and Austria.

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the device manufacturer, 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, guaranteed specification and fraudulently concealed defects as well as, in case of death or personal or physical injury, the device manufacturer, or Microsoft is liable according to the statutory law.
 - i. Subject to the preceding sentence, the device manufacturer, or Microsoft will only be liable for slight negligence if the device manufacturer 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 device manufacturer or Microsoft will not be liable.

- d. **Other regions.** See <https://go.microsoft.com/fwlink/?LinkId=534978> for a current list of regional variations.

13. 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. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.

Preview. You may choose to use preview, insider, beta, or other pre-release versions of the software ("previews") that Microsoft may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, previews **are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from your device manufacturer or network operator, if applicable.** Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

- 14. **Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the device manufacturer, or 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 the device manufacturer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to <https://aka.ms/useterms>

or going to Settings - System – About (the System) within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Microsoft Services Agreement <https://aka.ms/msa>