

# Microsoft License Terms

## SUPPLEMENT TO MICROSOFT SERVICES AGREEMENT

### MICROSOFT 365 BUSINESS STANDARD AND MICROSOFT 365 APPS SMALL BUSINESS SUBSCRIPTIONS

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Thank you for choosing a Microsoft 365 Small Business Subscription!

Your use of the Microsoft 365 Business Standard or Microsoft 365 Apps (the "Service") included in this small business service and software subscription (the "Subscription") is governed by (a) the Microsoft Services Agreement; (b) this Supplement to Microsoft Services Agreement (the "Supplement"), including any other terms linked to herein, (c) any terms accompanying any software supplements, updates, and services that are provided by Microsoft and used by you in connection to the Service; and (d) any separate license that may be presented when installing and using the Service on a device (collectively, the "Agreement").

Please read this Supplement carefully to understand how your license to the Service will be provisioned and change based on (i) whether you are subscribed to a Single-User Subscription or Multi-User Subscription (see Section 1.b below), and (ii) whether your Subscription is upgraded to a commercial tenant (see Section 1.f below). You should review this entire Supplement, including any linked terms, because all the terms are important and create this contract that applies to you. You can review linked terms by pasting the applicable link into your browser window. In the event of any conflict between the Microsoft Services Agreement and this Supplement, this Supplement will govern as to your use of the Service.

By using the Service under this Subscription, you agree to the Agreement, including but not limited to this Supplement, between you and Microsoft Corporation (or, based on where you live, one of its affiliates). If you do not accept and comply with the terms of the Agreement, you may not use the Service.

Except as otherwise provided herein, the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>) (the "Privacy Statement") describes the types of data we collect from you and your devices ("Data") as you use this Service, how we use your Data, and the legal bases we have to process your Data. For clarity, the section on

"Products provided by your organization - notice to end users" in the Microsoft Privacy Statement does not apply to the Service provided under this Agreement.

#### 1. License; Use; Activation.

a. License. This Service is licensed, and not sold. Provided that you comply with all the terms of the Agreement, we grant you the right to install and run copies of the Service on up to five devices you own and control for personal and commercial use and, if you are a Subscriber (defined below), the right to invite other users to install and run copies of the Services on up to five devices they own, in accordance with this Agreement. The non-commercial use restriction set forth in the Microsoft Services Agreement does not apply to your use of the Service.

b. Subscriber Model and Number of Users. This Subscription is available as a "Single-User Subscription" or a "Multi-User Subscription". Both Single-User and Multi-User Subscriptions are subscribed to by a single subscriber (the "Subscriber"), who is also a user. A Multi-User Subscription includes up to fifty (50) licenses to use the Service (each, a "Subscription License"). The Subscriber may invite up to forty-nine (49) other users to use the Service, each under a separate Subscription License. Each user authorized to use the Service under a Multi-User Subscription is an independent user with full control over their use of the Service. In general, the Subscriber does not have any access to or control over any content or data of, or use of the Service by, other users in a Multi-User Subscription. However, in certain limited scenarios and only for account management purposes, the Subscriber will have access to user account data and activity logs of other users in a Multi-User Subscription. To exercise any data subject rights with respect to this data, users of a Multi-User Subscription should contact the Subscriber. For all other data processed via the Service, under Single-User and Multi-User Subscription, refer to the Microsoft Privacy Statement for information regarding how to access and control your personal data.

c. Devices Signed In. There may be technical limits on the number of devices that can be signed in by a user concurrently to use the Service, as described in the help article found at <https://go.microsoft.com/fwlink/?linkid=874481>. Except as permitted herein, only one person at a time may use the Service on a given device. The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. Except for the permitted use described under "Remote assistance" below, this license is for direct use of the software only through the input mechanisms of a device, such as a keyboard, mouse, or touchscreen. Installation of the software on a server or for use by or through other

devices connected to the server over an internal or external network and commercial hosting are expressly prohibited. For more information on multiple user scenarios and virtualization, see Section 1.e below.

d. Activation.

(i) How It Works. Activation associates the use of the Service with a specific device. Activation is required for each device to which a Service license is assigned. Use of the Service requires that software be downloaded to a user's device. During activation, the software will automatically contact Microsoft or its affiliate to confirm that the license is associated with that device. Because activation is meant to identify unauthorized changes to the licensing or activation functions of the Service, and to otherwise prevent unlicensed use of the Service, you have no right to use the Service after the time permitted for activation and you may not bypass or circumvent activation. If you have not signed into the Service with your Microsoft account during the time permitted for initial activation, most features of the Service and software will stop running.

(ii) Connecting to Microsoft. For more information about activation, see Activate Office - Office Support (microsoft.com). If the device is connected to the Internet, the software will automatically connect to Microsoft for activation when you are signed in. Internet service is required for activation and charges may apply.

(iii) Re-activation. Some changes to your device components or the software may require re-activation of the software.

(iv) 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.

e. Multi-Use Scenarios.

(i) Device. In this Agreement, "device" means a local hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the 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.

(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) Use in a virtualized environment. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.

(iv) 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.

f. Subscription Period; License Term; Upgrade to Commercial Tenant.

(i) Subscription Period. Your right to use the Service under this Subscription is limited to the Subscription period. The Subscriber may have the option to extend the Subscription. If the Subscription is extended, you may continue using the Service under the Subscription until the end of the extended Subscription period. See the software activation screens or other accompanying materials for Subscription details.

(ii) Expiration of Subscription Period. When this Subscription expires, all Subscription Licenses will terminate and all Subscription-specific features of the Service will stop running. For more information regarding features that will stop running upon Subscription expiration, see Overview of licensing and activation in Microsoft 365 Apps. You may be able to continue using the Service under a separate subscription, but your use of the Service under that separate subscription will not be governed by this Supplement.

(i) Upgrade to Commercial Tenant. This Subscription will expire if the Subscriber opts to upgrade to an organizational subscription. For a Multi-User Subscription, when the Subscriber upgrades to an organizational subscription, a commercial tenant is established. The Subscriber may invite users of a Multi-User Subscription to join that commercial tenant and continue using the Service under the organizational subscription. When inviting users of a Multi-User Subscription to join a commercial tenant, Subscribers agree to use the Microsoft Admin Center to attach a domain when providing users with commercial accounts/usernames. If you join a commercial tenant, your use of the Service will be subject to the Microsoft commercial agreements agreed to by the administrator of that organizational subscription, including but not limited to the Microsoft Online Services Terms and the Microsoft Online Subscription Agreement,

and any other terms and conditions the organization may require as between the organization and its users.

(ii) No Migration of User Data or Content to Commercial Tenant. Neither the data nor content you share with other users or create using the Service under this Subscription will migrate to the commercial tenant without further action by you. Microsoft will not have any ability to require any user transfer any user data or content to a commercial tenancy.

## 2. Additional Licensing Restrictions and Requirements.

a. Not for Resale Subscription. Not for Resale subscription cards are distributed for limited purposes. You may not sell subscription cards marked as "NFR" or "Not for Resale."

b. 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. Reservation of Rights and Feedback. Except as expressly provided under the Agreement, Microsoft does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback"), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Microsoft to license its software, technologies or documentation to any third party because Microsoft includes your Feedback in them.