

OFFICE STORE STANDARD APPLICATION LICENSE TERMS

OFFICE STORE STANDARD APPLICATION LICENSE TERMS

OFFICE STORE

These license terms are an agreement between Application Provider and you. Please read them. They apply to the software application you download from the Office Store ("Application"), unless the Application comes with separate terms ("Third Party License"). If so the terms of the Third Party License will apply. This

agreement also applies to any updates and supplements for the Application, unless other terms accompany those items. If so, those terms apply.

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU HAVE ACCEPTED THESE TERMS. IF YOU DO NOT INTEND TO ACCEPT THEM, YOU HAVE NO RIGHT TO (AND MUST NOT) DOWNLOAD OR USE THE APPLICATION.

Except for the above, if the Application enables access to any Internet-based services, your use of those services will be subject to the separately-provided terms of use.

In this agreement "Application Provider" means the entity licensing the Application to you, as identified in the Office Store. If the Application is licensed to you by Microsoft, then the Application Provider is Microsoft (or based on where you live, one of its affiliates).

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.**

Installation and Use. You may install the application for your SharePoint site, all users will have access to application functionality with a single license.

2. **INTERNET-BASED SERVICES.** Application Provider may provide Internet-based services with the Application. In addition to the following, your use of those services is

subject to the terms provided to you by the Application Provider and/or your wireless carrier.

Consent for Internet-Based or Wireless Services. The Application may connect to computer systems over an Internet-based and/or wireless network. In some cases, you will not receive a separate notice when they connect. Using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based and/or wireless services.

Misuse of Internet-based Services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You also may not use any Internet-based service to try to gain unauthorized access to any service, data, account, or network by any means.

3. **SCOPE OF LICENSE.** The Application is licensed, not sold. This agreement only gives you some rights to use the Application. Application Provider reserves all other rights. Unless the law gives you more rights despite this limitation, you may use the Application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the Application that only allow you to use it in certain ways. You may not:

- work around any technical limitations in the Application;
- reverse engineer, decompile, or disassemble the Application, except and only to the extent that the law expressly permits, despite this limitation;
- make more copies of the Application than specified in this agreement or allowed by the law, despite this limitation;
- publish or otherwise make the Application available for others to copy; or rent, lease or lend the Application.

4. **DOCUMENTATION.** If documentation is provided with the Application, you may copy and use the documentation solely for your reference purposes.

5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international laws and regulations that apply to the technology used, employed or supported by the Application. These laws include restrictions on destinations, end users and end use. For information on how these laws and regulations apply to Microsoft-branded products, see www.microsoft.com/exporting.

6. **SUPPORT SERVICES.** The Application is provided “as is.” Contact the Application Provider to determine if any support services are available. Microsoft, your device manufacturer, and your wireless carrier are not obligated under this agreement to provide support services for the Application. Contact the application provider to determine what (if any)

support services are available. - www.xspects.com or info@xspects.com

7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements and updates are the entire agreement for the Application. If Microsoft is the Application Provider, this section cannot be construed to change the terms of your relationship with Microsoft regarding Microsoft Office, the Office Store, or any other Microsoft product or service (which is governed by the software license terms that accompanied, or terms of use that are associated with, the applicable product or service).
8. **APPLICABLE LAW.**
 - United States. If you acquired the Application in the United States, Washington state law governs this agreement, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - Outside the United States. If you acquired the Application in any other country, the laws of that country apply.
9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of the state or country where you reside. This agreement does not change your rights under the laws of the state or country where you reside if such laws do not permit it to do so.
10. **DISCLAIMER OF WARRANTY. THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS**

AVAILABLE." YOU BEAR ALL RISK OF USING IT. THE APPLICATION PROVIDER, ON BEHALF OF ITSELF, MICROSOFT, WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS DISTRIBUTED, AND ITS AND THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS, AND SUPPLIERS ("DISTRIBUTORS"), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, DISTRIBUTORS EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE APPLICATION PROVIDER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM ANY DISTRIBUTOR.

This limitation applies to

- anything related to the Application, services made available through the Application, or content (including code) on third party Internet sites;

- and claims for breach of contract; breach of warranty, guarantee or condition; or strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement, or a refund for the Application does not fully compensate you for any losses; or
- Distributor knew or should have known about the possibility of the damages.