

Microsoft Preview Software License Terms

Applies To: Visio Professional 2016, Visio Standard 2016, Visio 2013, Visio 2010,

MICROSOFT PREVIEW SOFTWARE LICENSE TERMS

MICROSOFT VISIO CUSTOM VISUAL FOR POWER BI

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

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft’s rights relating to pre-updated software or services). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

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- a. **General.** You may install and use any number of copies of the software on your devices.
- b. **Third Party Software.** The software may include third party applications that Microsoft, not the third party, licenses to you under this agreement. Any included notices for third party applications are for your information only.
- c. **Competitive Benchmarking.** If you are a direct competitor, and you access or use the software for purposes of competitive benchmarking, analysis, or intelligence gathering, you waive as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively) any competitive use, access, and benchmarking test restrictions in the terms governing your software to the extent your terms of use are, or purport to be,

more restrictive than Microsoft's terms. If you do not waive any such purported restrictions in the terms governing your software, you are not allowed to access or use this software, and will not do so.]

2. **TIME-SENSITIVE SOFTWARE.**

- a. **Period.** This agreement is effective on your acceptance and terminates on the earlier of (i) 30 days following first availability of a commercial release of the software or (ii) upon termination by Microsoft. Microsoft may extend this agreement in its discretion.
- b. **Notice.** You may receive periodic reminder notices of this date through the software.
- c. **Access to data.** You may not be able to access data used in the software when it stops running.

3. **PRE-RELEASE SOFTWARE.** The software is a pre-release version. It may not operate correctly. It may be different from the commercially released version.

4. **FEEDBACK.** If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to 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 or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.

5. **DATA COLLECTION.** 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 Microsoft's products and services. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

6. **SCOPE OF LICENSE.** The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):

- a. work around any technical limitations in the software that only allow you to use it in certain ways;
- b. reverse engineer, decompile or disassemble the software;

- c. remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
 - d. disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - e. use the software for commercial, non-profit, or revenue-generating activities unless you have commercial use rights under a separate agreement;
 - f. use the software in any way that is against the law or to create or propagate malware; or
 - g. share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party.
7. **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 <http://aka.ms/exporting>.
8. **SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.
9. **BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft agree to **binding individual arbitration before the American Arbitration Association** 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. **Class action lawsuits, class-wide arbitrations, private attorney-general actions**, and any other proceeding where someone acts in a representative capacity **are not allowed**; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <http://aka.ms/arb-agreement-1>. You and Microsoft agree to these terms.
10. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must

destroy all copies of the software and all of its component parts.

11. **ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.
12. **APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** The laws of the State of Washington, excluding conflicts of law provisions, govern this Agreement, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).
13. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, 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, province, or country do not permit it to do so.
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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

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16. **CONFIDENTIAL INFORMATION.** The software, including its user interface, features and documentation, is confidential and proprietary to Microsoft and its suppliers.
- a. **Use.** For five years after installation of the software or its commercial release, whichever is first, you may not disclose confidential information to third parties. You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this agreement.
 - b. **Survival.** Your duty to protect confidential information survives this agreement.
 - c. **Exclusions.** You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that:
 - i. becomes publicly known through no wrongful act;
 - ii. you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or
 - iii. you developed independently.

Please note: As this software is distributed in Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

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- **les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.**

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