

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DESIGNER FOR IOS AND ANDROID PREVIEW

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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. INSTEAD, RETURN IT TO APPLE INC. ("APPLE") FOR A REFUND OR CREDIT IF APPLICABLE.

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- b) **Third Party Terms of Agreement.** You must comply with applicable third party terms of agreement when using the software.
- c) **Third Party Components.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.
- d) **Microsoft Services Agreement.** Some features of the software provide access to, or rely on, online services. The use of those services (but not the software) is governed by the separate terms and privacy policies in the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=398923>. Please read them. The services may not be available in all regions.

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.

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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, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;
- c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- d) use the software for commercial, non-profit, or revenue-generating activities;
- e) use the software in any way that is against the law or to create or propagate malware; or
- f) share, publish, distribute, or lease the software, provide the software as a stand-alone offering for others to use, or transfer the software or this agreement to any third party.

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- 5. 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.
- 6. DATA.**
 - a) 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 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 <https://aka.ms/privacy>. Your use of the software operates as your consent to these practices.
 - b) Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <https://docs.microsoft.com/en-us/legal/gdpr>.
- 7. TRANSFER TO ANOTHER DEVICE.** You may uninstall the software and install it on another device for your use. You may not share this license on multiple devices.
- 8. CODE OF CONDUCT.** By agreeing to these license terms, you're agreeing that, when using the software, you will follow these rules:
 - a)** Don't do anything illegal.
 - b)** Don't engage in any activity that exploits, harms, or threatens to harm children.
 - c)** Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
 - d)** Don't publicly display or use the software to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
 - e)** Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the software to increase play count, or affect rankings, ratings, or comments).
 - f)** Don't circumvent any restrictions on access to or availability of the software.
 - g)** Don't engage in activity that is harmful to you, the software, or others (e.g., transmitting viruses, stalking, posting terrorist content, communicating hate speech, or advocating violence against others).
 - h)** Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or photographs).
 - i)** Don't engage in activity that violates the privacy of others.
 - j)** Don't help others break these rules.
- 9. VIDEO CODECS. H.265/HEVC Video Standard.** This product includes H.265/HEVC coding technology. Access Advance LLC requires this notice:
 - a) THE H.265/HEVC TECHNOLOGY IN THIS PRODUCT IS COVERED BY ONE OR MORE CLAIMS OF THE HEVC PATENTS LISTED AT <http://patentlist.accessadvance.com/>.**
 - b) H.264/AVC Video Standard.** This product includes AVC coding technology. MPEG LA LLC requires this notice:

- i. This product is licensed under the AVC patent portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the AVC standard ("AVC VIDEO") and/or (ii) decode AVC video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.
 - ii. For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with AVC Standard compliant technologies for distribution to third parties.
 - c) **VC-1 Video Standard.** This product includes VC-1 coding technology. MPEG LA LLC requires this notice:
 - i. This product is licensed under the VC-1 Patent Portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the VC-1 standard ("VC-1 Video") and/or (ii) decode vc-1 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide VC-1 video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.
 - ii. For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with VC-1 Standard compliant technologies for distribution to third parties.
- 10. 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 <https://aka.ms/exporting>.
- 11. LEGAL COMPLIANCE.** You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 12. 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. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the software.
- 13. UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
- 14. 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 <https://aka.ms/arb-agreement-4>. You and Microsoft agree to these terms.
- 15. 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.

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17. THIRD PARTY BENEFICIARY. You agree that Apple and its subsidiaries are third party beneficiaries of this agreement, and Apple has the right to enforce this agreement.

18. PRODUCT CLAIMS AND INTELLECTUAL PROPERTY RIGHTS. Microsoft, not Apple, is responsible for addressing any claims relating to the software or your possession and/or use of the software. In the event of any third party claim that the software or your possession and use of that software infringes that third party's intellectual property rights, Microsoft, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

19. 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. 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.

i. 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.

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, 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.

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- 21. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM APPLE, MICROSOFT, AND MICROSOFT'S SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.**

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- 22. CONTACT INFORMATION.** If you have questions, complaints or claims with respect to the software, please contact the Microsoft affiliate serving your country (see <https://aka.ms/msoffices>).