



swisscom

Terms of Use and Licensing Terms *for Microsoft Office 365 Swisscom Online*

Microsoft Volume Licensing

English | March 2013

General License Terms.....3

Definitions	3
Your Use Rights	3
License Terms Updates	3
Online Service Updates	3
Suspension of an Online Service	4
Online Service Expiration or Termination	4
Availability of Online Service	4
Responsibility for Your Accounts	4
Use of Software with the Online Service.....	4
Pre-release Code	5
Updates and Supplements.....	5
Use of Other Web Sites, Applications and Services	5
Third Party Content and Services	5
Third Party Software.....	5
No High Risk Use	5
Acquired Rights	5
Your Customer Data	5
Non-Microsoft Products	6
Ownership of Customer Data.....	6
Privacy	6
Swisscom and its licensor's Use of Customer Data;	6
Security of Customer Data.....	6
Acceptable Use Policy	7
Regulatory.....	7
Electronic Notices	7
Limited Warranty	7
Compliance with Laws and Regulations	7
Technical Limitations.....	7
Other Rights.....	7
Documentation	7
License Reassignment.....	7
Product Activation	8
Additional Functionality.....	8
Font Components.....	8
Benchmark Testing.....	8
SQL Server Technology	8
SQL Server Reporting Services Map Report Item.....	9
Multiplexing	9
System Center Packs	9
Software Plus Services	9

Service-Specific License Terms..... 10

Exchange Online Archiving.....	10
Exchange Online Basic	10
Exchange Online Kiosk	11
Exchange Online Plan 1	11
Exchange Online Plan 2	12
Lync Online Plan 1.....	12
Lync Online Plan 2.....	13
Lync-to-Phone Add-on for Office 365 Small Business and Small Business Premium.....	13
Office ProPlus	14
Office 365 Small Business.....	15
Office 365 Small Business Premium.....	16
Project Online	17
Project Pro for Office 365.....	18
SharePoint Online Kiosk.....	19
SharePoint Online Plan 1	19
SharePoint Online Plan 2	20
Visio Pro for Office 365	20

Appendix 1: Notices 22

Appendix 2: Software License Terms 24

Product Index..... 26

General License Terms

Before you access and use an online service, you must acquire and assign the User, Device, Services or Add-on SLs that correspond to that online service. The appropriate SLs for each online service are listed in the Service-Specific License Terms section. If both User and Device SLs are listed for an online service, you can acquire either.

Definitions

Terms used in these Online Services Use Rights but not defined will have the definition provided in your Microsoft Online Subscription Agreement. The following definitions also apply:

CAL means client access license.

Customer Data means all data, including all text, sound, or image files and software that are provided to us by, or on behalf of, you through your use of the online service.

External Users means users that are not either your or your affiliates' employees, or your or your affiliates' onsite contractors or onsite agents.

Fixes means Product fixes, modifications or enhancements, or their derivatives, that Swisscom and its licensors either release generally (such as service packs), or that Swisscom and its licensors provide to you when performing Customer Support to address a specific issue.

Non-Microsoft Product means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our online services or elsewhere.

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

Primary User means the user who uses the device more than 50% of the time in any 90 day period.

Running Instance means an Instance of software that is loaded into memory and for which one or more instructions have been executed. (You «Run an Instance» of software by loading it into memory and executing one or more of its

instructions.) Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

SL means subscription license.

Server means a physical hardware system capable of running server software.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

Your Use Rights

If you comply with your volume licensing agreement, you may use the software and online services as expressly permitted in these Online Services Use Rights.

License Terms Updates

Swisscom and its licensors may update these license terms from time to time. Changes to these license terms that we introduce with updates or supplements to the online service or related software, that are required by law, or that do not materially affect your use of the online services will apply immediately. For any other changes, your use of the online service under any existing license will be governed by these license terms without those updates during the greater of either: 12 months from the time you first use it or the length of your committed term.

Swisscom and its licensors will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the license terms updates by using the online service after we publish them in these Online Services Use Rights or send you an email notice about the updates.

Online Service Updates

Swisscom and its licensors may modify the functionality or features or update the online service and software from time to time. After an update, some previously available functionality or features may change or may no longer be available. If we update the online service or software and you do not use the updated online service or software, some features may not be available to you and your use of the online service and software may be interrupted.

Suspension of an Online Service

Online Services Suspension

Swisscom and its licensors may suspend an online service in whole or in part in the following circumstances:

1. if we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
2. if reasonably necessary to prevent unauthorized access to Customer Data;
3. to the extent necessary to comply with legal requirements; or
4. if you do not abide by the Acceptable Use Policy section of these Online Services Use Rights or violate other terms of your Microsoft Online Subscription Agreement.

Our suspension promise

Any suspension of an online service pursuant to this section shall apply to the minimum necessary portion of the online service and will only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

Notice of suspension

Swisscom and its licensors will provide advance notice before suspending an online service, except where we reasonably believe an immediate suspension is required. We will provide at least 30 days' notice before suspending an online service for non-payment.

Our right to terminate the Online Service

If you do not fully address the reasons for the suspension within 60 days after we suspend your online service, we may terminate your subscription and reserve the right to delete your Customer Data without any retention period.

Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you may contact Microsoft and tell Swisscom and its licensors whether to:

1. disable your account and then delete the customer data; or
2. retain your customer data stored in the online service in a limited function account for at least 90 days after expiration or termination of your subscription (the «retention period») so that you may extract the data.

If you indicate (1), you will not be able to extract the customer data from your account. If you do not indicate (1) or (2), we will retain the customer data in accordance with (2).

Following the expiration of the retention period, we will disable your account and delete your customer data. Cached or back-up copies will be purged within 30 days of the end of the retention period.

The online service may not support retention or extraction of software provided by you to run in the online service.

No Liability for Deletion of Customer Data

You agree that, other than as described in these terms, Swisscom and its licensors have no obligation to continue to hold, export or return the customer data. You agree that Swisscom and its licensors have no liability whatsoever for deletion of the customer data pursuant to these terms.

Availability of Online Service

Availability of the online service, some of its functionality, and language versions varies by country. End users may only use the online service or certain functionality of the online service, as is made available in the primary location of the end user. Information on availability is located at <http://www.microsoft.com/online/faq.aspx#international> or at an alternate site Microsoft identifies.

Responsibility for Your Accounts

You are responsible for all activities with your online service accounts including, if applicable, that of users you provision and dealings with third parties that take place through your accounts or associated accounts. You are also responsible for maintaining the confidentiality of any non-public authentication credentials (e.g., passwords) associated with your online services accounts. You must tell Swisscom and its licensors right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the online service.

Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

Microsoft Software License Terms

You may install and use the software on your devices only for use with the online service. In some cases, the number of copies of the software you will be permitted to use or the number of devices on which you will be permitted to use the software will be limited as described in the service specific license terms for the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when Swisscom and its licensors update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. Swisscom and its licensors may also disable it at that time.

Automatic Updates for Microsoft Software

From time to time, Swisscom and its licensors may check your version of the software and recommend or download updates to your devices. You may not receive notice when Swisscom and its licensors download the update.

Pre-release Code

Pre-release code is subject to any specific terms that accompany it.

Updates and Supplements

Swisscom and its licensors may update or supplement the software you license. If so, you may use that update or supplement with the software, subject to any additional terms that accompany the update or supplement.

Use of Other Web Sites, Applications and Services

You may need to use certain Microsoft web sites or services to access and use the online services. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office Store or another Microsoft marketplace. If so, the terms of use associated with those web sites, applications or services, as applicable, apply to your use of them.

Third Party Content and Services

Swisscom and its licensors are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

Third Party Software

The software may contain third party proprietary programs that are licensed under separate terms that are presented to you. The software may also contain third party open source programs that Swisscom and its licensors, not the third party, licenses to you under Swisscom and its licensors' license terms. Notices, if any, for the third party open source programs are included for your information only.

No High Risk Use

The online service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Neither you nor your end users have the right to use the online service in any application or situation where the online service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage («High Risk Use»). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems.

High Risk Use does not include utilization of the online service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Swisscom and its licensors from any third-party claim arising out of the use of the online service in connection with any High Risk Use.

Acquired Rights

You will defend Swisscom and its licensors against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. Swisscom and its licensors must notify you promptly in writing of a claim subject to this section. Swisscom and its licensors must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

Your Customer Data

You may be able to submit customer data for use in connection with the online service. When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- > Use, copy, distribute, display, publish, and modify the customer data;
- > Publish your name in connection with the customer data; and
- > Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of the customer data.

You agree to secure rights in your customer data necessary for Swisscom and its licensors to provide you the online service without violating the rights of any third party, or otherwise obligating Swisscom and its licensors to you or any third party. Swisscom and its licensors do not and will not accept any obligations set forth in any separate license or other agreement that may apply to your customer data or use of the online service

Non-Microsoft Products

Swisscom and its licensors may make Non-Microsoft Products available to you through the Portal or other means. The use of this Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product. For your convenience, Swisscom and its licensors may include charges for the Non-Microsoft Product as part of your bill for Swisscom and its licensor's Online Services. Swisscom and its licensors, however, assume no responsibility or liability whatsoever for the Non-Microsoft Product.

You are solely responsible for any Non-Microsoft Product that you install or use with the online service. We are not a party to and are not bound by any terms governing your use of any Non-Microsoft Product.

If you install or use any Non-Microsoft Product with the online service, then you, not Swisscom and its licensors, direct and control the installation and use of it in the online services through your use of application programming interfaces and other technical means that are part of the online service. Swisscom and its licensors will not run or make any copies of such Non-Microsoft Product outside of our relationship with you.

If you install or use any Non-Microsoft Product with the online service, you may not do so in any way that would subject our intellectual property or technology to obligations beyond those included in your Online Subscription Agreement.

Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to customer data. Swisscom and its licensors acquires no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services Swisscom and its licensors license you.

Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any

other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the online service. By using the online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

- > transfer that data to Microsoft and its agents, and
- > permit its transfer, storage and processing.

If you are an educational institution, you shall be responsible for any parental consent for any end users' use of the online service as may be required by applicable law.

See the online service's privacy statement for more information about how we may collect and use your information. A link to the policy is included in the Service-Specific License Terms section(s) for the applicable products below.

Swisscom and its licensor's Use of Customer Data;

Customer data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam). Swisscom and its licensors will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for customer data, Swisscom and its licensors will attempt to redirect the third party to request it directly from you. As part of that, Swisscom and its licensors may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited. You are responsible for responding to requests by a third party regarding your use of the online service, such as a request to take down content under the Digital Millennium Copyright Act.

Security of Customer Data

Swisscom and its licensors will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- > Swisscom and its licensor's only responsibility with respect to the security and handling of customer data; and
- > in place of any confidentiality obligation contained in your Microsoft Online Subscription Agreement or any other non-disclosure or confidentiality agreement.

See the Service-Specific License Terms section below for information on where to find the security overview for the applicable online service.

Acceptable Use Policy

Neither you nor those that access the online service through you may use the online service:

- > in a way prohibited by law, regulation, governmental order or decree;
- > to violate the rights of others;
- > to use the online service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- > to falsify any protocol or email header information (e.g., «spoofing»);
- > to spam or distribute malware;
- > in a way that could harm the online service or impair anyone else's use of it; or for any high risk use (where failure or fault of the online service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).
- >

Regulatory

Swisscom and its licensors may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, Swisscom and its licensors may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

Electronic Notices

Swisscom and its licensors may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

Limited Warranty

Despite terms to the contrary in your Online Subscription Agreement, if any, the limited warranty does not apply to downtime or other interruption in access to an online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.

Compliance with Laws and Regulations

Swisscom and its licensors will comply with all laws and regulations applicable to its provision of the online services (including applicable security breach notification law, but not including any laws or regulations applicable to you or your industry that are not generally applicable to information technology services providers.

You will comply with all laws and regulations applicable to your Customer Data and use of the online services, including any laws and regulations applicable to you or your industry.

Technical Limitations

You must comply with any technical limitations in the products that only allow you to use them in certain ways. You may not work around them. For more information, see <http://www.microsoft.com/volumelicensing.com/userights/TechLimit.aspx>.

Other Rights

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

Documentation

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

License Reassignment

Most, but not all, licenses may be reassigned from one device or user to another. The general rules governing license reassignment are described below, along with some special rules for certain products and license types.

Limitations on License Reassignment

Except as permitted below, you may not reassign licenses on a short-term basis (within 90 days of the last assignment).

Condition on License Reassignment

When you reassign a license from one device or user to another, you must remove the software or block access from the former device or from the former user's device.

Special Considerations for Certain Products and License Types

- > **User/Device Subscription Licenses (SLs).** You may reassign a user or device SL on a short-term basis, to cover a user's absence or the unavailability of a device

that is out of service. Reassignment of these licenses for any other purpose or timeframe must be permanent. This right does not apply to Windows Intune with Windows Desktop Operating System User SLs.

Product Activation

Some products and online services are protected by technological measures and require activation and a volume licensing key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on <http://www.microsoft.com/licensing>. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines. Volume licensing keys are confidential and subject to the confidentiality provision in your license agreement with Swisscom and its licensors. You may not disclose keys to third parties at any time, even after your license agreement with Swisscom and its licensors terminates or expires and notwithstanding any time limitation to the contrary.

KMS and Multiple Activation Key (MAK) Activation

During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- > the version, language and product key of the software
- > the Internet protocol address of the device
- > information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/licensing/existing-customers/product-activation.aspx>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

Proper Use of KMS

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

Unauthorized Use of MAK or KMS Keys

Microsoft may take any of these actions related to unauthorized use or disclosure of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the key from activation or validation.

Key deactivation may require the customer to acquire a new key from Microsoft.

Additional Functionality

Swisscom and its licensors may provide additional functionality for the products. Other license terms and fees may apply.

Font Components

While the software is running, you may use its fonts to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

Benchmark Testing

Software

You must obtain Swisscom and its licensor's prior written approval to disclose to a third party the results of any benchmark test of the software. This does not apply to Windows Server or .NET Framework (see below).

Microsoft .NET Framework

The software may include one or more components of the .NET Framework («.NET Components»). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Swisscom and its licensors, if you disclose such benchmark test results, Swisscom and its licensors shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

SQL Server Technology

If your edition of the software includes a SQL Server database software product («SQL Server Database»), you may run, at any one time, one Instance of SQL Server Database in one Physical or Virtual Operating System Environment on one Server to support the software. You may also use that Instance of SQL Server Database to support other products that include any version of SQL Server Database. You do not need SQL Server CALs for all such use.

You may not share that Instance to support any product that is not licensed with SQL Server Database.

If your edition of the software includes SQL Server-branded components other than a SQL Server Database, such components are licensed to you under the terms of their respective licenses. Such licenses may be found:

- > in the «legal», «licenses» or similarly named folder in the installation directory of the software, and may be contained in standalone license agreements or appended to the software's license agreement; or
- > through the software's unified installer.

If you do not agree to a SQL Server-branded component's license terms, you may not use the component.

Creating and Storing Instances

You may create and store any number of Instances of the software on any of your servers or storage media solely to exercise your right to run Instances of the software.

SQL Server Reporting Services Map Report Item

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the «Bing Maps API») to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/fwlink/?LinkId=21969>. You may not:

- > remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft, Swisscom and its licensors that are included in the software, including any content made available to you through the software; or
- > publish the software, including any application programming interfaces included in the software, for others to copy; or
- > share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

Multiplexing

Hardware or software you use to pool connections, reroute information, reduce the number of devices or users that directly access or use the product, or reduce the number of operating system environments (or OSEs), devices or users the product directly manages, (sometimes referred to as «multiplexing» or «pooling»), does not reduce the number of licenses of any type that you need.

System Center Packs

The license terms for the applicable System Center products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

Software Plus Services

Swisscom and its licensors may provide services through software features that connect with Swisscom and its licensors or service provider computer systems over the Internet. It may change or cancel the services at any time. You may not use the services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Service-Specific License Terms

Exchange Online Archiving

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: Yes (See http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409)	Service Level Agreement: Yes (See http://microsoft.com/licensing/contracts)
USER SLs	
Required for each of your: > Users whose customer data ¹ is processed and stored by the online service or related software ¹ See General License Terms, Definitions	Required SL: > Exchange Online Archiving User SL

Additional Terms:

Exchange Online Archiving is a successor online service to Exchange Hosted Archive.

If you renew from Exchange Hosted Archive into Exchange Online Archiving and have not yet migrated to Exchange Online Archiving, your licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until your migration to Exchange Online Archiving or the expiration of your Exchange Online Archiving User SLs (whichever is earlier).

Exchange Online Basic

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: Yes (See http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409)	Service Level Agreement: Yes (See http://microsoft.com/licensing/contracts)
USER SLs	
Required for each of your: > Users who access the online service or related software	Required SL: > Exchange Online Basic User SL

Exchange Online Kiosk

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Users who access the online service or related software

Required SL:

- > Exchange Online Kiosk User SL, **or**
- > Office 365 Plan K1 User SL, **or**
- > Office 365 Plan K2 User SL

Exchange Online Plan 1

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Users who access the online service or related software.
Archiving may be used for messaging storage only.

Required SL:

- > Exchange Online Plan 1 User SL, **or**
- > Exchange Online Plan 2 User SL, **or**
- > Office 365 Academic A1 User SL, **or**
- > Office 365 Academic A2 User SL, **or**
- > Office 365 Academic A3 User SL, **or**
- > Office 365 Academic A4 User SL, **or**
- > Office 365 Enterprise E1 User SL, **or**
- > Office 365 Enterprise E2 User SL, **or**
- > Office 365 Enterprise E3 User SL, **or**
- > Office 365 Enterprise E4 User SL

Exchange Online Plan 2

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Users who access the online service or related software. Archiving may be used for messaging storage only.

Required SL:

- > Exchange Online Plan 2 User SL, **or**
- > Office 365 Academic A3 User SL, **or**
- > Office 365 Academic A4 User SL, **or**
- > Office 365 Enterprise E3 User SL, **or**
- > Office 365 Enterprise E4 User SL

Additional Terms:

Exchange Online Plan 2 is a successor online service to Exchange Hosted Archive.

If you renew from Exchange Hosted Archive into Exchange Online Plan 2 and have not yet migrated to Exchange Online Plan 2, your licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until your migration to Exchange Online Plan 2 and the expiration of your Exchange Online Plan 2 User SLs (whichever is earlier).

Lync Online Plan 1

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: **Recording Notice, H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard**
(See Appendix 1)

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Users who access the online service or related software.

Required SL:

- > Lync Online Plan 1 User SL, **or**
- > Lync Online Plan 2 User SL, **or**
- > Office 365 Academic A1 User SL, **or**
- > Office 365 Academic A2 User SL, **or**
- > Office 365 Academic A3 User SL, **or**
- > Office 365 Academic A4 User SL, **or**
- > Office 365 Enterprise E1 User SL, **or**
- > Office 365 Enterprise E2 User SL, **or**
- > Office 365 Enterprise E3 User SL, **or**
- > Office 365 Enterprise E4 User SL, **or** Live Meeting Professional User SL, **or**
- > Live Meeting Standard User SL

Additional Terms:

Microsoft Silverlight Software

Lync 2010 includes Silverlight. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology.

Lync Online Plan 2

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: **Recording Notice, H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard**
(See Appendix 1)

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

Authenticated users who access the online service or related software. However,

- > Users licensed for Lync Online Plan 1
- > Users licensed for Lync Server Standard CAL
- > Users licensed for Lync Server Enterprise CAL

do not need the required SLs to access the online service for purposes other than scheduling or conducting a web conference.

Required SL:

- > Lync Online Plan 2 User SL, **or**
- > Office 365 Academic A1 User SL¹, **or**
- > Office 365 Academic A2 User SL, **or**
- > Office 365 Academic A3 User SL, **or**
- > Office 365 Academic A4 User SL, **or**
- > Office 365 Enterprise E1 User SL¹, **or**
- > Office 365 Enterprise E2 User SL, **or**
- > Office 365 Enterprise E3 User SL, **or**
- > Office 365 Enterprise E4 User SL, **or**
- > Live Meeting Professional User SL, **or**
- > Live Meeting Standard User SL

¹ Existing or renewing Lync Online Plan 2 customers who had active Business Productivity Online Suite active User SLs on June 27, 2011 may continue to access and use the Live Meeting service under the license terms in the April 2011 Online Services Use Rights after they have migrated from the Business Productivity Online Suite to Office 365 Enterprise E1 and until April 1, 2013 or the expiration of their corresponding Office 365 Enterprise E1 User SLs (whichever is earlier). Customers whose User SL terms extend beyond April 1, 2013 may access only the Office 365 service components after that date. Customers with new Office 365 Enterprise E1 User SLs that commenced after June 27, 2011 may not access Live Meeting.

Lync-to-Phone Add-on for Office 365 Small Business and Small Business Premium

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: **Recording Notice, H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard**
(See Appendix 1)

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

Authenticated users who access the online service or related software.

Required SL:

- > Lync-to-Phone Add-on for Small Business and Small Business Premium User SL

Office ProPlus

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: **Data Transfer** (See Appendix 1)

Bing Maps (See Appendix 1)

Desktop Applications USER SLs

Required for each of your:

- > Users who access the online service or related software

Required SL:

- > Office 365 ProPlus User SL, **or**
- > Office 365 Enterprise E3-A4 User SL, **or**
- > Office Professional Plus A User SL, **or**
- > Office 365 Academic A3-A4 User SL, **or**
- > Core CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- > Enterprise CAL Suite¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- > Core CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- > Enterprise CAL Suite¹ with Office Pro Plus¹ and Office 365 Academic A3 (A4) User SL Add-on, **or**
- > Office Pro Plus¹ with Office 365 Academic A3 (A4) User SL Add-on, **or**
- > Office 365 Midsize Business User SL¹ with active Software Assurance coverage

Additional Terms:

Installation And Use Rights

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The licensed user may also use the software activated by another user under a different User SL.
3. You may allow other users to remotely access the software solely to provide support services.

Online Service And Software Upgrade

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

Required Connection

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

Subscription Validation

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

Media Elements And Templates

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identi-

fiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

Font Components

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

Office Home & Student 2013 RT Commercial Use

- 1. Your user SL modifies your right to use the software under a separately acquired Office Home &Student 2013 RT license, by waiving the prohibition against commercial use of the software.
- 2. You may permit the user to whom you assign the user SL to use Office Home &Student 2013 RT as provided here during the term of your Office 365 ProPlus Subscription.
- 3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home &Student 2013 RT License.
- 4. Acquisition of the Office 365 ProPlus license does not create or extend any warranty or support obligation under the Office Home &Student 2013 RT license.

Office 365 Small Business

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: Data Transfer (See Appendix 1)	
Privacy and Security Supplement: Yes (See http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409)	
USER SLs	
Required for each of your: <ul style="list-style-type: none">> Authenticated users who access the online service or related software.> External users¹ invited to site collections via Share-by-Mail functionality, up to a maximum of 500 authenticated users per month, do not need User SLs for that purpose.¹ See General License Terms Definitions	Required SL: <ul style="list-style-type: none">> Office 365 Small Business User SL

Office 365 Small Business Premium

The license terms that apply to your use of this online service are the General License Terms, and the following:

See Applicable Notices: Data Transfer (See Appendix 1)	
Privacy and Security Supplement: Yes (See http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409)	
USER SLs	
Required for each of your: <ul style="list-style-type: none"> > Authenticated users who access the online service or related software. > External users¹ invited to site collections via Share-by-Mail functionality, up to a maximum of 500 authenticated users per month, do not need User SLs for that purpose.¹ See General License Terms Definitions 	Required SL: <ul style="list-style-type: none"> > Office 365 Small Business Premium User SL

Additional Terms:

terms for your use of Office Applications:

Installation And Use Rights

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The licensed user may also use the software activated by another user under a different User SL.
3. You may allow other users to remotely access the software solely to provide support services.

Online Service And Software Upgrade

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

Required Connection

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

Subscription Validation

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

Media Elements And Templates

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

Font Components

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

Office Home & Student 2013 RT Commercial Use

1. Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the user to whom you assign the user SL to use Office Home & Student 2013 RT as provided here during the term of your Office 365 Small Business Premium Subscription.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the Office 365 Small Business Premium license does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

Project Online

The license terms that apply to your use of this product are the General License Terms, the General License Terms and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Users who access the service or related software

Required SL:

- > Project Online User SL

Additional Terms:

SharePoint Online

Your Project Online service requires the use of SharePoint Online Plan 2, which will be provisioned for you as part of the Project Online service. You may use such SharePoint Online Plan 2 service only in conjunction with your permitted use of Project Online, and only for the purpose of supporting the functionality for which you use Project Online. You have no other rights to use SharePoint Online Plan 2 under these license terms.

Project Pro for Office 365

The license terms that apply to your use of this product are the General License Terms, the General License Terms and the following:

See Applicable Notices: Data Transfer (See Appendix 1) Privacy Statement: No	Security Overview: No Service Level Agreement: No
USER SLs	
Required for each of your: > Users who access the online service or related software	Required SL: > Project Pro for Office 365 User SL, or > Project Online with Project Pro for Office 365 User SL

Additional Terms:

Installation And Use Rights

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The licensed user may also use the software activated by another user under a different User SL.
3. You may allow other users to remotely access the software solely to provide support services.

Online Service And Software Upgrade

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

Required Connection

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

Subscription Validation

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

Media Elements And Templates

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

Font Components

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

SharePoint Online Kiosk

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Authenticated users who access the online service or related software for «read only» access to view site content and «edit privileges» for browser based or InfoPath forms, and Office 365 Plan K2 Users who access the online service to create and edit Office documents. No other access and use of the service is permitted.

Required SL:

- > Office 365 Plan K1 User SL **or**
- > Office 365 Plan K2 User SL

SharePoint Online Plan 1

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: **Yes**
(See <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>)

Service Level Agreement: **Yes**
(See <http://microsoft.com/licensing/contracts>)

USER SLs

Required for each of your:

- > Authenticated users who access the online service or related software. However, you may not access Infopath, Excel, Access, or Visio services.

Required SL:

- > SharePoint Online Plan 1 User SL, **or**
- > SharePoint Online Plan 2 User SL, **or**
- > Office 365 Academic A1 User SL, **or**
- > Office 365 Academic A2 User SL, **or**
- > Office 365 Academic A3 User SL, **or**
- > Office 365 Academic A4 User SL, **or**
- > Office 365 Enterprise E1 User SL, **or**
- > Office 365 Enterprise E2 User SL, **or**
- > Office 365 Enterprise E3 User SL, **or**
- > Office 365 Enterprise E4 User SL

SharePoint Online Plan 2

The license terms that apply to your use of this online service are the General License Terms, and the following:

Office 365 Privacy and Security Supplement: Yes (See http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409)	Service Level Agreement: Yes (See http://microsoft.com/licensing/contracts)
USER SLs	
Required for each of your: <ul style="list-style-type: none"> > Authenticated users who access the online service or related software. 	Required SL: <ul style="list-style-type: none"> > SharePoint Online Plan 2 User SL, or > Office 365 Academic A3 User SL, or > Office 365 Academic A4 User SL, or > Office 365 Enterprise E3 User SL, or > Office 365 Enterprise E4 User SL
ADD-ON SLs	
When required: <ul style="list-style-type: none"> > For each one gigabyte of storage in excess of storage provided with User SLs 	Required SL: <ul style="list-style-type: none"> > SharePoint Online Extra Storage Add-on SL

Visio Pro for Office 365

The license terms that apply to your use of this product are the General License Terms, the General License and the following:

See Applicable Notices: Data Transfer (See Appendix 1) Privacy Statement: No	Security Overview: No Service Level Agreement: No
USER SLs	
Required for each of your: <ul style="list-style-type: none"> > Users who access the online service or related software 	Required SL: <ul style="list-style-type: none"> > Visio Pro for Office 365 User SL

Additional Terms:

Installation And Use Rights

1. Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSEs.
2. The licensed user may also use the software activated by another user under a different User SL.
3. You may allow other users to remotely access the software solely to provide support services.

Online Service And Software Upgrade

If Swisscom and its licensors provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

Required Connection

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

Subscription Validation

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be

affected. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq> using the software, you consent to the transmission of the information described in this section.

Media Elements And Templates

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

Font Components

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

Appendix 1:

Notices

Bing Maps

The software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

Notice of Automatic Updates to Previous Versions of SQL Server

If the software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

Notice of Data Transfer

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software.

Use of Information

Swisscom and its licensors don't use the information to identify or contact you. Swisscom and its licensors use this information to make services available to you when you use the software. Swisscom and its licensors may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering

reports to improve our software and services. Swisscom and its licensors may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

By using these software features, you consent to the transmission of computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software.

Notice about the H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE («VIDEO STANDARDS») AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 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 SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

Potentially Unwanted Software (Notice I)

If turned on, Windows Defender will search your computer for «spyware,» «adware» and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated «high» or «severe» will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

Potentially Unwanted Software (Notice II)

The software will search your computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software («Potentially Unwanted Software»). The software will only remove or disable low to medium severity Potentially Unwanted Software if you agree. Removing or disabling this Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed this Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software.

By using the software, it is possible that you or the system will also remove or disable software that is not Potentially Unwanted Software.

Recording Notice

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

Appendix 2: Software License Terms

1) Software License Grant.

a. General. These license terms are an agreement between the licensor («Licensor») of the Licensed Software and you. License grants are subject to your obligation to pay and your compliance with this agreement and any additional product use terms associated with this agreement. A License is non-exclusive, non-perpetual (unless specifically allowed), and is not transferable (unless specifically allowed). The ability to use Licensed Software may be affected by minimum system requirements or other factors. Licensor reserves all rights not expressly granted (and no other rights will arise by implication, estoppel, exhaustion, or otherwise).

b. Licensed Software. Licensor grants you licenses for the number of copies of each Licensed Software that you ordered from Licensor and the right to use a prior (older) version in place of a Licensed Software if specified in the product use terms.

I. When licenses become perpetual. Unless you obtain perpetual licenses under an available buy-out option from the Licensor, Licensed Software obtained under this agreement lasts only for the term of the this agreement. Any references in the product use terms to running Licensed Software on a perpetual basis apply only if you obtain perpetual licenses under an applicable buy-out option.

II. License confirmation. All of the following, when taken together, are proof of your license (or if the buy-out option is available and you have exercised it, your perpetual license): (a) this agreement, (b) the order confirmation, if any, (c) for any transfers allowed by this agreement, the documentation evidencing the license transfers, and (d) proof of payment.

III. License rights are not related to fulfillment of software media. The rights applicable to Licensed Software obtained under this agreement are not related to any order of fulfillment of software media.

IV. Transferring licenses to Affiliates or third parties.

1. Right to transfer. You may transfer licenses for Licensed Software under this agreement only after you exercise an available buy-out option. You may transfer fully-paid perpetual licenses only to: (1) an Affiliate; or (2) to an unaffiliated third party in connection with a merger or transfer of ownership of your enterprise. No license transfer will be valid unless you provide this agreement to the party who is receiving the licenses and that party accepts it in writing. Any attempted transfer not made in compliance with this section will be void. A transfer of licenses will not relieve the assigning party of its obligations under this agreement. The resale of licenses, and any other transfer not expressly permitted by this section, is expressly prohibited.

2. Certain transfers not permitted. you may not transfer any of the following:

- a. licenses on a short-term basis (90 days or less);
- b. temporary rights to use Licensed Software;
- c. Microsoft Software Assurance coverage, if any;
- d. perpetual licenses for any version of any Licensed Software acquired through Microsoft Software Assurance separately from the full version license; or
- e. a perpetual upgrade license for a desktop operating system separately from the underlying desktop operating system license or from the computer system on which the Licensed Software is installed and to which the license is assigned.

c. Limitations on use. Licensed Software is licensed to you, not sold. You have no right to:

- I.* reverse engineer, decompile, or disassemble any Licensed Software, except where applicable law permits it despite this limitation;
- II.* rent, lease, lend, resell, or host to or for third parties any Licensed Software, except as may be expressly permitted for a given Licensed Software in the product use terms;
- III.* separate and use the components of Licensed Software on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as may be expressly permitted in the product use terms; or
- IV.* modify or create derivative works of the Licensed Software.

Product Index

Exchange Online Archiving	10
Exchange Online Basic	10
Exchange Online Kiosk	11
Exchange Online Plan 1	11
Exchange Online Plan 2	12
Lync Online Plan 1	12
Lync Online Plan 2	13
Lync-to-Phone Add-on for Office 365 Small Business and Small Business Premium,	13
Office 365 Small Business	15
Office 365 Small Business Premium	16
Office Professional Plus Subscription	14
Project Online	17
Project Pro for Office 365	18
SharePoint Online Kiosk	19
SharePoint Online Plan 1	19
SharePoint Online Plan 2	20
Visio Pro for Office 365	20