

Service Agreement

Microsoft Service Agreement

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This is a contract between you and Microsoft Corporation. This contract sometimes refers to Microsoft as “we,” “us” or “our.” This contract applies to any Microsoft Innovation Center Cairo (CMIC) Web sites (and their successor sites), services (including research/pre-release services) and software, including all updates, support, and content that display or link to this contract and that you use while this contract is in force. This contract refers to all of these as the “service.” You represent that you are at least 18 years of age or have attained the age of majority where you live, and that all information you supply is true and correct. Your use of the service may be subject to posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into this contract.

You may use the service only if you agree to these terms. If you do not agree, do not use the service. This contract limits our liability and disclaims warranties for the service to the maximum extent permitted by law. Please read these sections of the contract carefully.

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1. When You May Use the Services

Some services may require you to create an account to use the service. If so, you may start using the service as soon as you have finished the sign-up process. Some parts of the service may not be available right away while we configure them for your use.

2. Personal and Non-Commercial Use of the Service

The services are provided to you for testing, evaluation and providing feedback to Microsoft. Unless otherwise stated in a separate license, they may not be used in production or for any commercial purposes. Examples of commercial purposes include running business operations, licensing, leasing, or selling the services, or any other activity which purpose is to procure a commercial gain to you or others.

3. How You May Use the Service

In using the service, you must

- obey all applicable laws, rules and regulations,
- obey any codes of conduct or other notices we provide,
- obey the [Microsoft Anti-Spam Policy](#),
- keep any service account password secret, and
- promptly notify us if you learn of a security breach related to the service.

4. How You May Not Use the Service

In using the service, you may not

- engage in, facilitate, or further unlawful conduct;
- use the service in any way that harms Microsoft or its advertisers, affiliates, resellers, distributors and/or vendors or any customer of ours or customer of our advertisers, affiliates, resellers, distributors or vendors,;
- use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”);
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful information;
- upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Microsoft or “meta-searching”);
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone’s use and enjoyment of the service; or
- resell or redistribute the service, or any part of the service.

5. You Are Responsible For Your Service Account

Only you may use your service account. You are responsible for all activity that takes place with your service account. You may not authorize any third party to access and/or use the service on your behalf except where Microsoft provides a mechanism for third parties to access the service on your behalf.

6. How We May Change This Contract

Microsoft may change this contract at any time without notice. If you do not stop using the service, your continued use of the service will be under the changed contract.

7. Changes to the Service; If We Cancel the Service

We may change the service or delete features at any time and for any reason. We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops immediately. **Once the service is cancelled or suspended, any data you have stored on the service might not be available to you later.** You are responsible for taking necessary steps to back up your data.

8. Your Content

You may be able to submit content for use in connection with the service. You understand that Microsoft does not control or endorse the content that you and others post or provide on the service. Except for material that we license to you, we do not claim ownership of the content you post or provide on the service.

The service may include public areas available to the general public and shared areas available to others you or Microsoft have selected. If you share content with others on the service, in either public or shared areas, then you understand that others with whom you have shared content may use that content.

You understand that Microsoft may need and you hereby authorize Microsoft to use, modify, copy, distribute and display content posted on the service to the extent necessary to provide the service. This includes:

- storing and retrieving the content;
- making the content available to you and to those members of the public who have access;
- conforming to connecting networks' technical requirements; and
- conforming to the limitations and terms of the service.

You understand that sharing content that violates others' copyrights and other intellectual property rights violates this contract. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and that the use and publication of the content does not breach any law. We will not pay you for your content. We may refuse to publish your content and may remove your content from the service at any time.

9. Links to Third-party Web Sites.

The service may contain links to third-party Web sites. These third-party Web sites are not under Microsoft's control. If Microsoft has included these links in the service, we provide them to you as a convenience only. The inclusion of these links is not an endorsement by Microsoft of any third-party Web site, service or product. Microsoft reserves the right to disable links to any third-party Web site that you or other customers post on the service.

10. Trademark Usage in Content.

If your video includes screenshots of Microsoft software, you must comply with Microsoft's screenshot guidelines, available at <http://www.microsoft.com/about/legal/permissions/default.aspx#E3C>.

You acknowledge that Microsoft is the sole owner of any and all trademarks that appear in the screenshots, such as the words Microsoft Afkar and/or Maren, and you agree that all goodwill in these trademarks inures to the benefit of Microsoft.

You acknowledge that your use of Microsoft's trademarks is limited to use within screenshots you are including in your instructional video, and that Microsoft has not granted you rights to use Microsoft's trademarks for any other purpose.

11. Privacy

In order to operate and provide the service, we collect certain information about you. As part of the service, we may also automatically upload information about your machine, your use of the service and service performance. We use and protect that information as described in the [Microsoft Maren Privacy Statement](#). In

particular, we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Microsoft or our customers, including the enforcement of our agreements or policies governing your use of the service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.

The service is a private computer network that Microsoft operates for the benefit of itself and its customers. Microsoft retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the service as part of our efforts to protect the service, protect our customers or stop you from breaching this contract. The technology or other means we use may hinder or break your use of the service.

12. Software

If you receive software from us as part of the service, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you the right to use the software only for the use of the service authorized under this contract and only on that number of computers stated in your service offer. We reserve all other rights to the software.

We may automatically check your version of the software. We may automatically download upgrades to the software to your computer to update, enhance and further develop the service.

Unless we notify you otherwise, your license to use the software will end on the date your service ends, and you must promptly uninstall the software. We may disable the software after the date the service ends.

You will not disassemble, decompile, or reverse engineer any software included in the service, except and only to the extent that the law expressly permits this activity.

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

13. Materials that Microsoft Licenses to You

- **Documents.** You may have access to information on the service such as white papers, knowledge-base articles, datasheets and FAQs ("documents"). You may use the documents only for informational purposes. You may not copy, distribute, modify or make derivative works of the documents. Educational institutions that are officially accredited under local law may download and copy the documents for distribution only in the classroom.
- **Limitations.** The license grant to use documents provided with the service does not include a license to the design or layout of the service or any Microsoft owned, operated, licensed or controlled Web site. You should not copy or retransmit any logo, graphic, sound or image from the service, unless Microsoft expressly permits it. Microsoft and its suppliers do not warrant or guarantee that the documents are accurate and suitable for your purposes. Their inclusion with the service is not an endorsement of them by Microsoft. Nothing available from the service is intended to be professional advice, including but not limited to, investment, tax or legal advice.

14. Microsoft Authentication Network

We may provide you with credentials on our authentication network to use with the service. You are solely responsible for any dealings with third parties (including advertisers) who use our authentication network, including the delivery of and payment for goods. This contract applies to you whenever you use the credentials

you obtained with the service. When you use our authentication network to gain access to any site, the terms and conditions for that site, if different from this contract, may also apply to you in your use of that site. Please refer to the terms of use for each site that you visit. We may cancel or suspend your access to our authentication network for inactivity, which we define as failing to sign in to our authentication network for an extended period, as determined by us. If we cancel your credentials, your right to use our authentication network immediately ceases.

15. Feedback

If you give us feedback, you give Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft site, software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this contract.

16. Our Notices to You; Your Notices to Us

This contract is in electronic form. We have the right to send you information about the services in electronic form. There may be information about the services that the law requires us to send to you. We may send this information to you in electronic form.

We may provide required information to you

- **by e-mail at the e-mail address you specified when you signed up for the service, or**
- **by access to a Microsoft web site that will be designated in an e-mail notice sent to you at the time the information is available; or**
- **by access to a Microsoft web site that will be generally designated in advance for this purpose.**

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive notices electronically, you must stop using the service.

17. No Warranty

We provide the service “as-is,” “with all faults” and “as available.” Microsoft makes no guarantee about the reliability, accuracy or timeliness of information available from the service

We and our affiliates, resellers, distributors and vendors (collectively, the “Microsoft Parties”) give no express warranties, guarantees or conditions. You bear the risk of using it. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement.

18. Liability Limitation

Microsoft will not be liable to you for any damages related to the services, including direct, consequential, lost profits, special, indirect or incidental damages, to the maximum extent the law permits.

This limitation applies to anything related to:

- the service,
- content (including code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if

- this remedy does not fully compensate you for any losses, or fails of its essential purpose, or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

19. Applicable Law and Place for Resolving Disputes

Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this contract.

20. Contract Interpretation

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then that part will be replaced with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This contract, together with any codes of conduct and other notices we provide, is the entire contract between Microsoft and you regarding the service. It supersedes any other contract or statements related to the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a tester for a pre-release version of a service). The section titles in the contract do not limit the other terms of this contract.

21. Assignment

Microsoft may assign this contract, in whole or part, at any time without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

22. Force Majeure

Microsoft will not be liable for any loss or damage or be deemed to be in breach of this contract due to any event or circumstance beyond its reasonable control, including, war, invasion, electrical shortages, terrorist attacks, earthquakes or acts of God.

23. Notices

Copyright Notice

All contents of the service are Copyright © 2010 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. All rights reserved.

Respect Copyright

Please respect the rights of artists and creators. Content such as music, photos and video may be protected by copyright. People appearing in content may have a right to control use of their image. You may not share other people's content unless you own the rights, have permission from the owner, or such sharing is otherwise legal.

Trademark Notice

Microsoft is a registered trademark of Microsoft Corporation. Trademark information is available at <http://www.microsoft.com/about/legal/intellectualproperty/trademarks/default.mspx>. Any rights not expressly granted are reserved.

Notices and Procedures for Making Claims of Copyright Infringement

Under Title 17, United States Code, Section 512 (c) (2), notifications of claimed copyright infringement should be sent to our Designated Agent. **All inquiries not relevant to the following procedure will not receive a response.** See Notice and Procedure for Making Claims of Copyright Infringement. **See Notice and Procedure for Making Claims of Copyright Infringement at <http://www.microsoft.com/info/cpyrtInfrg.htm>**

Unsolicited Idea Submission Policy

MICROSOFT OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW MERCHANDISE OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS, OR NEW MERCHANDISE NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN MICROSOFT'S MERCHANDISE OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO MICROSOFT. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO MICROSOFT OR ANYONE AT MICROSOFT. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT MICROSOFT MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

Support

Customer support is not offered for the service, unless provided otherwise in this contract or the materials we publish in connection with a particular service specify that it includes customer support.