

Microsoft License Terms



SUPPLEMENT TO MICROSOFT SERVICES AGREEMENT

OFFICE SERVICE AND SOFTWARE IN MICROSOFT 365 CONSUMER SUBSCRIPTION

Last updated January 2023

Thank you for choosing a Microsoft 365 Consumer Subscription!

Your use of the Office service and software included in your Microsoft 365 subscription (the “service/software”) is governed by the terms and conditions of the Microsoft Services Agreement you agreed to when you signed up for a Microsoft Account (linked below) and the terms and conditions of this Supplement (collectively, the “Agreement”), which with other terms contained in web links listed in this Supplement (if any) are an agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates). A separate license may be presented when installing or using the service/software on a device, and that separate license controls to the extent of any conflict with the Agreement. You should review this entire Supplement, including any linked terms, because all the terms are important and create this contract that applies to you. You can review linked terms by pasting the applicable link into your browser window. In the event of any conflict between the Microsoft Services Agreement and this Supplement, this Supplement will govern as to your use of the service/software.

By accepting this Supplement or using the service and software, you agree to all these terms and consent to the transmission of certain information during activation and during your use of the software pursuant to the Microsoft Privacy Statement described in the Microsoft Services Agreement and linked below in this Supplement. If you do not accept and comply with these terms, you may not use the services, software or their features.

1. Installation and Use Rights; Activation.

a. License; Number of Users and Devices Signed In; Other Requirements. The service/software is licensed, not sold. Provided that you comply with all the terms of the Agreement, we grant you the right to install and run copies of the service/software on devices you own and control, and for your personal use, as follows:

- (i) Microsoft 365 Family Subscription. For use by you and five (5) additional individuals (up to six users total).
- (ii) Microsoft 365 Personal Subscription. For use by you only.
- (iii) Devices Signed In. There may be technical limits on the number of devices that can be signed in by a user concurrently to use the service/software, as described in the help article found at <https://go.microsoft.com/fwlink/?linkid=874481>.
- (iv) Other Requirements. Except as permitted under Section 1.a(i) above, only one person at a time may use the service/software on each device. The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. Except for the permitted use described under “Remote Access” below, this license is for direct use of the software only through the input mechanisms of a device, such as a keyboard, mouse, or touchscreen. Installation of the software on a server or for use by or through other devices connected to the server over an internal or external network and commercial hosting are expressly prohibited. For more information on multiple user scenarios and virtualization, see Section 1.d below.

b.Subscription Period/License Term. Your right to use the service/software is limited to the subscription period. You may have the option to extend your subscription. If you extend your subscription, you may continue using the service/software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the service and software will stop running.

c.Activation.

- (i)How It Works. Activation associates the use of the service/software with a specific device. Activation is required for each device to which a software license is assigned. During activation, the software will automatically contact Microsoft or its affiliate to confirm that the license is associated with that device. Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you have no right to use the service/software after the time permitted for activation and you may not bypass or circumvent activation. If you have not entered a product key during the time permitted for initial activation, most features of the service and software will stop running.
- (ii)Connecting to Microsoft. For more information about activation, see microsoft.com/piracy/activation.mspx. If the device is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet. Internet service charges may apply.
- (iii)Re-activation. Some changes to your device components or the software may require re-activation of the software.
- (iv)Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.

d.Multi-Use Scenarios.

- (i)Device. In this agreement, "device" means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the software. A hardware partition or blade is considered to be a device.
- (ii)Multiple or pooled connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple devices to access or use the software indirectly through a device.
- (iii)Use in a virtualized environment. If you use virtualization software, including client hyper-v, to create one or more virtual devices on a single computer hardware system, each virtual device, and the physical device, is considered a separate device for purposes of this agreement. This license allows you to install only one copy of the software for use on each device permitted under the installation and use rights above, whether that device is physical or virtual. If you want to virtualize the software, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

- (iv) Remote access: As an exception, you may allow others to access the software installed on your devices remotely and simultaneously from another device only to provide you with technical support.

2. Additional Licensing Restrictions and Requirements.

a. Microsoft 365 Military Appreciation Subscription. You must be a "Qualified Military User" to subscribe to and use the service/software designated as "Military Appreciation" subscription. To be a Qualified Military User, in the United States of America, you must be an authorized patron of the Armed Services Exchanges in accordance with applicable U.S. Federal statutes and regulations.

b. Canadian Forces Subscription. You must be a "CANEX Authorized Patron" to subscribe to and use the service/software designated as "Canadian Forces" subscription. To be a CANEX Authorized Patron, you must be a

- Serving member of the Canadian Forces (CF) or their spouse;
- Member of the Canadian Forces Reserve Force;
- Retired Canadian Forces member or Department of National Defense (DND) civilian employee in receipt of a DND pension;
- Permanent full-time or part-time Non-Public Fund (NPF) or DND employee or and their spouse;
- CANEX Concessionaire (principals only);
- Qualifying foreign military personnel;
- Retired NPF employee in receipt of an NPF pension;
- Full time employee of Alternative Service Delivery contractors;
- Widow of CF personnel receiving a benefit under the Child Family Services Act, Defence Services Pension Contribution Act, or the Pension Act or the War Veterans Allowance Act;
- Member of the Canadian Corps of Commissionaires when residing or employed on a Base/Wing; or
- Member of the Royal Canadian Mounted Police.

c. Home Use Program. You must be a "Home Use Program User" to subscribe to and use services/software designated as "Home Use Program." To be a Home Use Program User, you must be an employee of an organization that has a Microsoft Volume License agreement with active Software Assurance or previously had active Software Assurance, or that meets certain other criteria. For so long as you meet Home Use Program User eligibility requirements, you may subscribe to and use the service/software for commercial purposes. If you have questions about whether you qualify as a Home Use Program User, contact your employer.

d. Not for Resale Subscription. Not for Resale subscription cards are distributed for limited purposes. You may not sell subscription cards marked as "NFR" or "Not for Resale."

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

f. Noncommercial Use. The noncommercial use restriction in the Microsoft Services Agreement does not apply to Microsoft 365 subscription Services.

3. Reservation of Rights and Feedback.

Except as expressly provided under the Agreement, Microsoft does not grant you a license or any other rights of any type under any patents, know-

how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Microsoft to license its software, technologies or documentation to any third party because Microsoft includes your Feedback in them.

4. Entire Agreement. This Supplement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use and any separate license that may be presented when installing and using the software on a device), and the terms contained in web links listed in this Supplement, are the entire agreement for the service and software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this Supplement after your software is running by going to the software Help screen and clicking on the Microsoft Software License Terms link. You can also review the terms at any of the links in this agreement by typing the URLs into your browser address bar, and you agree to do so. You understand that by using the service, you accept this Supplement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- [Microsoft Services Agreement](https://aka.ms/msa) (aka.ms/msa)
- [Microsoft Privacy Statement](https://aka.ms/privacy) (aka.ms/privacy)