

Microsoft® Visio® Standard 2013 _____¹ Edition ²

Licenses: _____³

END-USER LICENSE AGREEMENT

Thank you for choosing a software application that includes Microsoft Office 2013. This is a license agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("licensor") and you. For your convenience, we've organized this agreement into two parts. The first part includes introductory terms; the Additional Terms follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window. **THE ADDITIONAL TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU LIVE IN THE UNITED STATES, THESE AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH THE LICENSOR OR MICROSOFT, AND YOU SHOULD READ THEM CAREFULLY.**

BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE, YOU AGREE TO ALL OF THESE TERMS AND CONSENT TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVATION AND FOR INTERNET-BASED FEATURES OF THE SOFTWARE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SOFTWARE OR FEATURES. Instead, you should return it to the place where you purchased the software license, for a refund or credit.

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How do I obtain a backup copy? You may order or download a backup copy of the software from microsoft.com/office/backup. You may not distribute the backup copy of the software. You may use it

¹ **LICENSOR:** Include the appropriate product name, that is, either "Standard" or "Professional." For example, if the licensed software is the Standard Edition of Microsoft® Office 2013, the product name is: Microsoft® Office Standard 2013

² **LICENSOR:** For "Academic Edition" licensed software, please specify the name, for example: Microsoft® Office Standard 2013, Academic Edition.

³ **LICENSOR:** Specify the total number of copies of the software the end-user is licensed for under this agreement.

only to reinstall the software on the licensed computer.

Can I transfer the software to another computer or user? You may not transfer the software to another computer or user. You may transfer the software directly to a third party only, as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution, and as installed on the licensed computer, with the Certificate of Authenticity label, if applicable, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

How does Internet activation work? Activation associates the use of the software with a specific computer or device. During activation, the software will automatically contact Microsoft or its affiliate to confirm the license is associated with the licensed computer. This process is called "activation." 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 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 activation, most features of the software will stop running.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our Privacy Statement at r.office.microsoft.com/r/rliidOOPrivacyState15HighLight?clid=1033.

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner.

What about upgrading or converting the software? If you install the software covered by this agreement as an upgrade or conversion to your existing software, then the *upgrade or conversion replaces the original software that you are upgrading or converting from*. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

ADDITIONAL TERMS

A. LICENSE RIGHTS AND MULTI USER SCENARIOS

1. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.
2. Multiple or Pooled Connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
3. Use in a Virtualized Environment. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, 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.
4. Remote access. The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

B. BINDING ARBITRATION AND CLASS ACTION WAIVER

1. Application. This Section B applies to any dispute **EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, THE LICENSOR'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS**. Dispute means any dispute, action, or other controversy between you and the licensor, or you and Microsoft, concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
2. Notice of Dispute. In the event of a dispute, you or the licensor must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. Send it by U.S. Mail to the licensor, ATTN: LEGAL DEPARTMENT. The licensor will send any Notice of Dispute to your U.S. Mail address if available, or otherwise to your e-mail address. You and the licensor will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or the licensor may commence arbitration.
3. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or the licensor's principal place of business, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
4. BINDING ARBITRATION. **IF YOU AND THE LICENSOR, OR MICROSOFT, DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.** Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

5. **CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU, THE LICENSOR, NOR MICROSOFT, WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.**

6. Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the software, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the licensor's principal place of business. The licensor agrees to commence arbitration only in your county of residence. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

7. Arbitration Fees and Incentives.

i. Disputes Involving \$75,000 or Less. The licensor will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject the licensor's last written settlement offer made before the arbitrator was appointed ("last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than the last written offer, the licensor will give you three incentives: (1) pay the greater of the award or \$1,000; (2) pay twice your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts.

ii. Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

iii. Disputes Involving Any Amount. In any arbitration you commence, the licensor will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration the licensor commences, it will pay all filing, AAA, and arbitrator's fees and expenses. It will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

8. Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

9. Severability. If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.

10. Third-Party Beneficiary. Microsoft Corporation is not a party to this agreement but is a third-party beneficiary of your and the licensor's agreement to resolve disputes through informal negotiation and arbitration. If your dispute is with Microsoft, Microsoft agrees to do everything the licensor agrees to do

in Section B, and you agree to do everything regarding Microsoft that Section B requires you to do regarding the licensor. Mail a Notice of Dispute with Microsoft to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

C. CHOICE OF LAW

The laws of the state or country where you live govern all claims and disputes under this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

D. ACTIVATION

1. **More on How Activation Works.** During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see microsoft.com/piracy/activation.msp. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.
2. **Re-activation.** Some changes to your computer components or the software may require re-activation of the software.
3. **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.
4. **Updates and Upgrades.** You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see howtotell.com.

E. INTERNET-BASED FEATURES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) 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 computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Office 2013 Privacy Statement, at r.office.microsoft.com/r/rliidOOPrivacyState15HighLight?clid=1033. Some Internet-based features may be delivered at a later date via Microsoft's Update service.

1. **Consent for Internet-Based Services.** The software features described below and in the Office 2013 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Office 2013 Privacy Statement at r.office.microsoft.com/r/rliidOOPrivacyState15HighLight?clid=1033. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.
2. **Customer Experience Improvement Program (CEIP).** This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer.

This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see microsoft.com/products/ceip/EN-US/privacypolicy.mspx.

3. Online Features and Content. Features in the software can retrieve online content from Microsoft and provide it to you. Certain features may also permit you to search for and access information online. Examples of these features include clip art, templates, online training, online assistance and help, and Outlook Weather on the Calendar. If you save a template provided by Office.com, information will be sent online to Microsoft, such as information that identifies the template, but not any specific document you have created using the template. This information is used to provide you with content you request and to improve our services. You may choose not to use these online features and content. See the Office 2013 Privacy Statement linked at the end of this agreement for more information.

4. Cookies. If you choose to use online features in the software, such as online assistance and help, and templates, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Office 2013 Privacy Statement linked at the end of this agreement.

5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software's online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in SkyDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

6. Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

7. Automatic Update. Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed computer.

8. Use of Information. Microsoft may use the computer information, error reports, and malware reports to improve our software and services. We 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.

9. Misuse of Internet-Based Services. You may not use these 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.

10. Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time, and you may need to reconnect to Microsoft periodically to update this feature. For more information, go to o15.officeredir.microsoft.com/r/rlidIRMHelp?clid=1033. You may choose not to use this feature.

11. Office Roaming Service. If you choose to sign into the software with your Microsoft account, you turn on the Office Roaming Service. Turning on the Office Roaming Service sends certain settings (including your list of Most Recently Used Documents, your custom dictionary, and your visual themes) online to Microsoft servers, where they are stored and downloaded to your computer the next time you sign into the service with your Microsoft account. For more information about the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.

F. LIMITED RIGHTS VERSIONS

Some versions of the software, like Not for Resale and Academic or University Edition software, are distributed for limited purposes. You may not sell software marked as "NFR" or "Not for Resale," and you must be a Qualified Educational User to use software marked as "University," "Academic Edition" or "AE".

If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information. Academic or University software may not be used for commercial, non-profit, or revenue-generating activities.

G. HOME AND STUDENT SOFTWARE

"Home and Student" edition software may not be used for commercial, non-profit, or revenue-generating activities.

H. JAPAN

If you live in Japan or acquired the software while you lived in Japan, we grant you the following rights under our licenses:

1. **"PIPC."** For software marked as "PIPC," you may install and run one copy of the software on one licensed computer, but only if you comply with all the terms of this agreement. Our software license is permanently assigned to the licensed computer.
2. **Editions other than PIPC.** You may install and run one copy of the software on one licensed computer (the first licensed computer), but only if you comply with all the terms of this agreement. Provided that you comply with all the terms of this agreement, you may install another copy of the software on a second licensed computer for use by the primary user of the first licensed computer. You may make a single copy of the software for backup purposes, and use that backup copy as described below. You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement, and c) the transfer of the software and the license is part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. The first user may not retain any copies of the software. Before any permitted transfer, the end user must agree that this agreement applies to the transfer and use of the software. If the software is an upgrade, any transfer must also include all prior versions of the software. To make that transfer, you must transfer the original media, the Certificate of Authenticity, if applicable, the product key and the proof of purchase directly to that other person, without retaining any copies of the software. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Anytime you transfer the software to a new computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers.

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I. HOME USE PROGRAM SOFTWARE

You must be a "Home Use Program User" to use software marked as "Home Use Program." To be a Home Use Program User, you must be both:

- an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
- the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.

J. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

1. **Third-Party Programs.** The software may include third-party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third-party program are included for your information only.
2. **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.

3. **Media Elements.** 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 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 features of the software, are governed by the terms on those websites.

4. **Language Packs and Proofing Tools.** If you acquire a language pack, language interface pack or proofing tool that offers additional language version support for the software, you may use the additional languages included in that pack or tool. The language packs, language interface packs and proofing tools are a part of the software and may not be used separately.

K. GEOGRAPHIC AND EXPORT RESTRICTIONS

If there is a geographic region indicated on your software packaging, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit go.microsoft.com/fwlink/?LinkId=141397 and microsoft.com/exporting.

L. ENTIRE AGREEMENT

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to the software Help screen and clicking on the Microsoft Software License Terms link or going to microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx. 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 agree that for each service that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you accept this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you are:

- r.office.microsoft.com/r/rlidOOPrivacyState15HighLight?clid=1033 (Office 2013 Privacy Statement)

M. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

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P. FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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