

## Microsoft Azure Dev Tools for Teaching Agreement

Revised: January 2019

This Microsoft Azure Dev Tools for Teaching Subscription Agreement (“**Agreement**”) is an agreement between you and Microsoft Corporation, or based on where your institution is formed, one of its affiliates (“**Microsoft**,” “**we**,” “**us**,” or “**our**”). Please read this Agreement carefully. It governs your access to and use of a Microsoft Azure Dev Tools for Teaching Subscription (“**Subscription**”), including any competitions, developer tools, online learning, software, media, content, materials, services, updates, supplements, internet-based services, promotions, and support services that you may receive through the Subscription (“**Subscription Benefits**”), unless other terms accompany those Subscription Benefits, in which case those terms apply. By registering for a Subscription, clicking an “I Accept” button, “Register” button, checkbox or other functionally equivalent control, or by using or accessing Subscription Benefits, you confirm that you agree to the terms and conditions of this Agreement. If you do not agree, do not register for, activate a Subscription or access any Subscription Benefits. Please read, print and save a copy of these terms and conditions for your records because a copy won’t be saved for you.

1.

### Eligibility

In this Agreement, “**you**” means a student at an educational institution in a science, technology, engineering, mathematics department or lab located at and owned by an educational institution (“**STEM department**”). “**Educational Institution**” means an entity organized and operated exclusively for the purpose of teaching its enrolled students, and which is accredited by the appropriate recognized education accreditation agency within the geographic territory it is located in. “**Student**” means an individual person (not a corporate entity) who is actively enrolled part or full-time in and attending courses at an Educational Institution that lead to academic credit, certification or a degree. “**Authorized Users**” of the Subscription include (a) Students, (b) staff providing IT or administrative support directly associated with managing your Subscription (“**Staff**”), and (c) faculty employed to teach courses to Students, assist with courses, labs or programs for Students, or conduct non-commercial research on your behalf (“**Faculty**”).

STEM departments may be eligible for Microsoft Azure Dev Tools for Teaching Subscriptions and may provide certain Authorized Users with access to the Subscription Benefits during the active Subscription term, subject to the terms of this Agreement. Each STEM department within an Educational Institution must have its own separate Microsoft Azure Dev Tools for Teaching Subscription. STEM departments may not share a

Microsoft Azure Dev Tools for Teaching Subscription with any other departments, regardless of subject matter.

Microsoft reserves the right to determine in its sole discretion whether an Educational Institution or STEM department meets (or continues to meet) the eligibility criteria to receive a Subscription.

2.

### **Subscription**

The Subscription provides you and your Authorized Users with access to the Microsoft Azure Dev Tools for Teaching community and certain associated Subscription Benefits while you have an active Subscription, depending on the specific terms of your Subscription, unless terminated earlier. When your Subscription concludes, you and your Authorized Users will no longer have access to Subscription Benefits or new activations or product keys, however, Authorized Users may continue to use the software obtained prior to becoming ineligible, subject to the terms of this Agreement.

3.

### **Updates or changes to the Subscription Benefits**

Microsoft reserves the right to change any aspect of the Subscription or these terms, including any Subscription Benefits, at any time. Such updates may be posted to the Microsoft Azure Education Hub (<https://go.microsoft.com/fwlink/?linkid=2066729>) in an email notification, presented upon log-in, or through other reasonable means. You should visit the Education Hub at least once every thirty (30) days to check for potential notice of changes and instruct Authorized Users to do the same. Using your Subscription after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Subscription and close your Subscription. Otherwise, the new terms will apply to you.

4.

### **Using the Subscription Benefits**

Your Subscription will provide you and your Authorized Users with access to certain Subscription Benefits expressly intended to support your education, teaching, non-commercial research, or efforts to design,

develop, test, and demonstrate software applications for the above purposes. Subscription Benefits are personal to you and you may not transfer, sell, share, sublicense, assign, or lend them. Your access to and use of the Subscription Benefits, including their provision to Authorized Users, are subject to the terms of this Agreement and any separate terms that are specific to the particular benefit. You must have a current, active Subscription in order to access most of the Subscription Benefits.

1.

### **Software; cloud services; developer**

1.

#### **Installation; use.**

Your installation and use of, and your Authorized Users' use of, any software; cloud services or developer tools provided as Subscription Benefits is subject to separate license terms provided with the software, services or tools, such as click-through license terms, except for any changes to those terms that are provided in this Agreement. You or Authorized Users may only use these Subscription Benefits in a virtual environment if allowed by the specific product end user license. Of course, the software, cloud services or developer tools may never be used to develop any form of malicious software or spamware.

2.

#### **Activation.**

Certain software may require activation. If so, you must activate the software within the geographic region associated with your Subscription.

3.

#### **Product keys.**

The software may require a key to install or access it. Not all software is provided with the same number of keys. You are responsible for the use of any keys assigned to you or provided to Authorized Users. You may not resell, share, assign, or otherwise transfer keys. Key activity is monitored. Microsoft reserves the right to suspend or

terminate a Subscription or Subscription Benefits, without any notice or obligation to you, if Microsoft detects suspicious activity related to keys or activations. Microsoft reserves the right to determine in its sole discretion whether an activity constitutes suspicious activity. Microsoft may deactivate or otherwise limit your keys when your Subscription ends. Deactivated keys will not be able to activate software. You may only disclose keys to your Authorized Users if needed to directly support the Subscription. Individual product keys distributed to Authorized Users are solely for activating software on Student and Faculty personal machines and may not be shared, transferred, assigned. You will use best efforts to make those persons aware of the restrictions on use of the keys. The following terms apply to lab keys provided under the Microsoft Azure Dev Tools for Teaching Subscription: (a) lab keys are to be used solely for activating the software in a STEM department that is a current licensee under a Microsoft Azure Dev Tools for Teaching Subscription; and (b) lab keys may only be activated on the physical campus for which the Microsoft Azure Dev Tools for Teaching Subscription was procured.

4.

#### **Windows operating systems.**

If your Subscription includes certain Windows operating system products, you may install these products only on computers within a STEM department that is a valid licensee under a Microsoft Azure Dev Tools for Teaching Subscription even if these computers do not already have a Windows operating system installed on it, ONLY if (i) the computers are owned by or leased to you, (ii) the computers will at all times remain physically located in the STEM department that is the licensee under this Agreement, (iii) the products are used to support STEM learning, teaching and research relating to Microsoft technologies, and (iv) are not used for general purpose activities as web browsing or email access or non-STEM activities. If the use of the Windows operating system products included with the Subscription will be used in any other way, a valid Certificate of Authenticity (COA) for a Windows operating system must first be affixed to the computer(s) on which the products are installed.

5.

#### **Third party software.**

The software may include third party code. Any third party scripts or code, linked to or referenced from the software, are licensed to you by the third parties that own such code, not by Microsoft. Notices, if any, for the third party code are included for your information only. The software included in the Subscription is licensed, not sold, and Microsoft reserves all rights to the software not expressly granted by Microsoft, whether by implication, estoppel, or otherwise.

2.

**Events; competitions; contests; other promotions.**

Most events, competitions, contests, or other promotions will generally have separate terms and conditions associated with their participation, which you or your Authorized Users must agree to in order to attend.

3.

**Publish apps.**

If you or an Authorized User elects to publish a software application (“**app**”) developed using the Subscription Benefits, you or the Authorized User will need to enter a promotional code at (<https://dev.windows.com>), create a developer account and agree to all applicable terms and conditions associated with the particular app store in order to access this benefit.

4.

**Third party offers.**

Subscription may allow you and your Authorized Users to access or acquire products, services, websites, links, content, material, games or applications from third parties (companies or people who are not Microsoft). Such third parties may present you or your Authorized Users with a privacy policy or require you or your Authorized Users to accept additional terms of use before installing or using their apps, services or other offerings; you or your Authorized Users should review any additional terms and privacy policies before acquiring or using the third party offerings. Any additional third party terms do not modify any of these terms. You and your Authorized Users are responsible for your respective dealings with third parties. Microsoft does not license any intellectual property to you or your Authorized Users as part of any third party offering and is not responsible for information provided by third parties to you or your Authorized Users, or by you or your Authorized Users to any third parties.

5.

#### **Other benefits.**

Other Subscription Benefits that do not include software or which may be presented from time to time may be subject to separate terms.

5.

#### **User Content**

Certain Subscription Benefits or Microsoft websites that you or your Authorized Users may use in connection with the Subscription may allow you or them to store or share content that you or they generate (“**User Content**”) or receive material from others. We don’t claim ownership of such User Content. User Content remains the property of you or the respective Authorized User who uploaded it and the uploader is responsible for it. The uploader of the User Content is also responsible for respecting others’ rights, including copyright. Learn more about copyright at (<http://go.microsoft.com/fwlink/?LinkId=799165>) . When you or your Authorized Users share User Content through the Subscription or on Microsoft websites, you (they) represent and warrant that you (they) have (and will have) all the rights and permissions necessary for the User Content that is uploaded, stored or shared and that such uploading, storage or sharing complies with the Microsoft Services Agreement (<http://go.microsoft.com/fwlink/?LinkID=530144>) and Terms of Use (<http://go.microsoft.com/fwlink/?LinkID=206977>).

6.

#### **Prohibited Use of Subscription Benefits**

As a condition of your use of the Subscription, you agree that you will not allow Authorized Users to use the Subscription Benefits for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Authorized Users may not use the Subscription Benefits in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Subscription Benefits. Authorized Users may not attempt to gain unauthorized access to any Subscription Benefits, other accounts, computer systems, or networks connected to any Microsoft server or to any of the Subscription Benefits, through hacking, password mining, or any other means. Authorized Users may not obtain or attempt to obtain any materials or information through any

means not intentionally made available through the Subscription Benefits.

The Subscription Benefits and associated website(s) may contain e-mail services, bulletin board services, chat areas, forums, communities, personal web pages, calendars, photo albums, file cabinets, and/or other message or communication facilities designed to enable Authorized Users to communicate with others (“**Communication Services**”). You agree to instruct Authorized Users that they may use the Communication Services only to post, send, and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, when using the Communication Services, Authorized Users may not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or 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 the Authorized User owns or controls the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Communication Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, ransomware, cancelbots, corrupted files, malware in general, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that the Authorized User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Subscription Benefits or other user or usage information or any portion thereof.

Microsoft has no obligation to monitor the Communication Services. However, Microsoft reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion.

Microsoft reserves the right at all times to disclose any information as Microsoft deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

Authorized Users should be instructed to always use caution when giving out any personally identifiable information about themselves, their friends and family, and sensitive information in any Communication Services.

Microsoft does not control or endorse the content, messages or information found in any Communication Services, and Microsoft specifically disclaims any liability with regard to the Communication Services. Managers and hosts are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction, or dissemination. You and your Authorized Users are responsible for adhering to such limitations if downloading the materials.

7.

### **Changes in status**

You will stop providing access to Subscription Benefits or any software keys to anyone who ceases being an Authorized User, as defined above, or upon termination, cancellation or expiration of your Subscription. However, Authorized Users who have received software under the Subscription may continue to use the software obtained prior to



becoming ineligible, provided that they do so in accordance with these terms.

8.

### **Copy quality**

You will ensure that each copy of the software provided to your Authorized Users is a true and complete copy, and includes all license terms, copyright, trademark, and other notices.

9.

### **Administrator**

You will assign an administrator to act as the primary contact person for Microsoft regarding:

- administering and managing the Subscription and software;
- enforcing the guidelines set by this Agreement; and
- keeping records of the number of downloads of the Subscription software from your servers, and records of the Authorized Users to whom you provide media containing Subscription software.

10.

### **Parental or legal guardian consent**

Access to the Subscription Benefits may only be provided to Students under thirteen (13) years of age if their parent or guardian has first consented to their having such access. You agree that:

- responsibility of verifying age and giving account access to the Subscription Benefits lies solely with you or with the Subscription administrator, not with Microsoft; and
- such consent will be collected in a verifiable method and stored in a retrievable way before creating an account for the Student or providing software access to the Student, either through an Electronic License Management System (ELMS), web store or through any other means.

11.

### **Privacy and protection of personal information**

To provide the Subscription, Microsoft collects certain information about you. Microsoft may also automatically upload information about your computer, your use of the Subscription, and Subscription performance. Microsoft uses and protects that information as described in the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>). When there is something important to tell you about your Subscription use, or the use of the Subscription by your Authorized Users, we may send notifications to the email associated with your Subscription.

12.

### **Ending the Subscription**

Once you no longer meet the eligibility criteria for the Subscription as defined under section 1 of this Agreement, your access to certain Subscription Benefits that require annual verification of eligibility will terminate as of the date of nonrenewal. However, Microsoft may terminate your Subscription or access to any Subscription Benefits at any time, with or without notice to you, in the event of a material violation of the Agreement, including all use rights associated with any software and any rights granted under Section 2 of the Agreement.

13.

### **Support services**

If support services are provided as a part of the Subscription, such services may be subject to separate terms. Any support services offered as a part of the Subscription must be used prior to the termination or expiration of your Subscription, solely to support your use of the Subscription. Generally, software and other services provided under the Subscription are provided “as is” and we do not provide support services for them.

14.

### **Entire Agreement; assignment and transfer**

This Agreement, including all terms incorporated by reference or hyperlink, and the terms for any Subscription Benefits you or your Authorized Users use, are the entire agreement for the Subscription. Microsoft may assign this Agreement, in whole or in part, at any time

without notice to you. You may not assign this Agreement or transfer any rights to use the subscription or any subscription benefits.

15.

### **Applicable law**

Washington state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state or country where you live govern all other claims, including claims under state or country consumer protection laws, unfair competition laws, and in tort.

You might have certain rights which the law that applies to you says cannot be excluded. Nothing we say in this Agreement will affect those legal rights.

16.

### **Effect of local laws**

This Agreement describes certain legal rights. You may have other rights under the law applicable to you relating to the Subscription and Subscription Benefits. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so even if we say something which sounds like it contradicts your legal rights. That's what we mean when we say "subject to applicable law".

17.

### **LIABILITY LIMITATION**

**Subject to applicable law, you can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.** This limitation applies to anything related to this Agreement, for example, (a) anything related to the Subscription, software, services, content (including code) on third party Internet sites, or third party programs, and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you

because your country may not allow the exclusion or limitation of incidental, consequential or other damages. Nothing excludes or limits our liability for death or bodily injury resulting from our negligence or for fraudulent misrepresentations.

For questions about the Microsoft Azure Dev Tools for Teaching program, or if you need support, please see (<https://go.microsoft.com/fwlink/?linkid=2062232>) and clicking on the 'contact us' link.

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## **LIMITED WARRANTY**

**THIS WARRANTY SUPERCEDES ANY WARRANTY YOU MAY ENCOUNTER  
IN USING THE SOFTWARE**

### **1. LIMITED WARRANTY.**

If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

### **2. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.**

**THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

### **3. EXCLUSIONS FROM WARRANTY.**

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

#### **4. REMEDY FOR BREACH OF WARRANTY.**

MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

#### **5. CONSUMER RIGHTS NOT AFFECTED.**

YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

#### **6. WARRANTY PROCEDURES.**

You need proof of purchase for warranty service.

**United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- i. (800) MICROSOFT;
- ii. Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- iii. visit ([www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm)).

**Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- iv. Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- v. the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**Outside United States, Canada, Europe, Middle East.** and If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

## **7. NO OTHER WARRANTIES.**

**THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

## **8. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.**

THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

FOR AUSTRALIA – IF YOU LIVE IN AUSTRALIA YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.