

Software Licence Agreements – Microsoft

Microsoft Student License Confirmation

1. **Grant of license.**

Microsoft hereby grants student the right to run one copy of the version number and language of the software identified below which student has installed on student's PC per the rights granted to student by the Institution under the Campus subscription program. Student's right to use the software shall be governed by and subject to the relevant section(s) of the most current Product use rights which student can view at <http://microsoft.com/licensing>. If Institution is unable to access the web location listed above, please let Microsoft know and Microsoft will provide Institution with a printed copy of the product use rights.

2. **Description of rights and limitations.**

- **Limitations on reverse engineering, decompilation, and disassembly.** Student may not reverse engineer, decompile, or disassemble the software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of components.** The software is licensed as a single Product. Its component parts, if any, may not be separated for use on more than one computer.
- **Rental.** Student may not rent, lease, or lend the software.
- **Support services.** Students acquiring software under the Campus Agreement program are not entitled to free telephone support.
- **Software transfer.** Notwithstanding any terms to the contrary in Institution's Campus and School Agreement, student may not sell, assign or otherwise transfer student's rights under this student license confirmation. In view of the fact that student has acquired the right to use the software under special terms pursuant to Institution's Campus Agreement, any transfer of student's rights under this student license confirmation is strictly prohibited.

3. **Copyright.**

All title and copyrights in and to the software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the software), and any copies of the software are owned by Microsoft or its suppliers. The software is protected by copyright laws and international treaty provisions. Therefore, student must treat the software like any other copyrighted material except that student may install the software on a single computer provided student keeps the original solely for backup or archival purposes.

4. **Limited Warranty and Disclaimers.**

Institution is provided with a 90-day product warranty, the terms of which are Institution's Campus and School Agreement. **Except for the limited warranty provided in the preceding sentence, to the maximum extent permitted by applicable law, Microsoft disclaims on its own behalf and on behalf of its suppliers all warranties and conditions, whether express, implied or statutory, including but not limited to warranties or conditions of title, non-infringement, merchantability, satisfactory quality and fitness for a particular purpose, with respect to the products and related materials. There may be situations in which student has a right to claim damages from Microsoft. Whatever the basis for student's claim (such as breach of contract or tort (including negligence)), Microsoft's liability will be limited to direct damages up to the amount paid by institution's educational institution with respect to the copy of the software giving rise to student's claim. To the maximum extent permitted by applicable law, in no event will Microsoft or any of its suppliers be liable for any indirect damages (including, without limitation, consequential damages, damages for loss of profits or revenues, business interruption, loss of business information, or other loss) arising in connection with this agreement, even if advised of the possibility of such damages.**

5. **Consumer Rights.**

Consumers may have the benefit of rights or remedies under the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia, in respect of which liability cannot be excluded or rescinded. THE PROVISIONS OF THIS STUDENT LICENSE CONFIRMATION ARE SUBJECT TO AND DO NOT AFFECT THOSE RIGHTS AND REMEDIES. If permitted by law, and to the maximum extent permitted by law, for any breach of these statutory warranties, Microsoft and its suppliers' entire liability and your exclusive remedy shall be limited, at Microsoft's option (a) in the case of goods, to (i) replacement of the goods, or (ii) correction of defects in the goods; and (b) in the case of services, to (i) resupply of the services, or (ii) payment of the cost of resupply of the services.