

WINDOWS STORE - STANDARD APPLICATION LICENSE TERMS

These license terms are an agreement between you and the application developer. Please read them. They apply to the software application you download from the Windows Store, including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application developer means the entity licensing the application to you, as identified in the Windows Store.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS; EXPIRATION. You may install and use one copy of the application on each of up to eighty-one (81) Windows 8, Windows RT, or successor operating system enabled devices that are affiliated with the Microsoft account associated with your Windows Store account.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The application connects to computer systems over the Internet, which may include via a wireless network. Using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for internet-based or wireless services.

b. Misuse of Internet-based Services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. Application developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. You may not

- work around any technical limitations in the application;
- reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
- publish or otherwise make the application available for others to copy; or
- rent, lease or lend the application.

4. DOCUMENTATION. If documentation is provided with the Application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Microsoft and your hardware manufacturer are not responsible for providing support services for the application. If Microsoft is the application developer, it may provide support services, but is not obligated to do so under this agreement. Contact the application developer to determine what support services are available.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, and the terms for supplements and updates are the entire agreement between you and application developer for the application. If Microsoft is the application developer, this agreement does not change the terms of your relationship with Microsoft with regard to Windows, including the Windows Store.

8. APPLICABLE LAW.

a. United States. If you acquired the application in the United States, 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 where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND YOU BEAR ALL RISK OF USING IT; (B) THE APPLICATION DEVELOPER, ON BEHALF OF ITSELF, MICROSOFT (IF MICROSOFT IS NOT THE APPLICATION DEVELOPER), AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS IN RELATION TO THE APPLICATION; (C) YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE; AND (D) APPLICATION DEVELOPER AND MICROSOFT EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE APPLICATION DEVELOPER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION OR \$1.00, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM THE APPLICATION DEVELOPER.

This limitation applies to

- anything related to the application or services made available through the application; and
- 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

- **repair, replacement or a refund for the application does not fully compensate you for any losses;
or**
- **application developer knew or should have known about the possibility of the damages.**

WINDOWS PHONE STORE - STANDARD APPLICATION LICENSE TERMS (UPDATED SEPTEMBER 2012)

These license terms are an agreement between you and the developer. Please read them. They apply to the software application you download from the Windows Phone Store including any updates or supplements for the applications, unless the application comes with separate terms, in which case those terms apply. BY DOWNLOADING OR USING THE APPLICATION, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU DO NOT HAVE RIGHTS TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The developer means the entity licensing the application to you, as identified in the Windows Phone Store.

If you accept and comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use one copy of the application on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store.
2. **INTERNET-BASED SERVICES.**
 - a. **Consent for Internet-Based or Wireless Services.** The application may connect to Internet-based wireless services. Your use of the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based or wireless services. If other terms are provided in connection with your use of the services, those terms also apply.
 - b. **Misuse of Internet-based Services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.
3. **SCOPE OF LICENSE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license rights will terminate. Developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:
 - work around any technical limitations in the application;
 - reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish or otherwise make the application available for others to copy;
 - rent, lease or lend the application; or
 - transfer the application or this agreement to any third party.
4. **DOCUMENTATION.** If documentation is provided with the application, you may copy and use the documentation for your internal, reference purposes.

5. EXPORT RESTRICTIONS. The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Contact the developer to determine if any support services are available. Microsoft (unless Microsoft is the developer), your phone manufacturer, and your wireless carrier are not responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, the terms for supplements and updates, and any privacy policy to which you agreed are the entire agreement for the application.

8. APPLICABLE LAW.

- a. United States. If you acquired the application in the United States, Washington state law governs the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection unfair competition, and tort claims), regardless of conflict of law principles.
- b. Outside the United States. If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. 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.

10. DISCLAIMER OF WARRANTY. THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. THE DEVELOPER, ON BEHALF OF ITSELF, MICROSOFT, WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS PROVIDED, AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS ("COVERED PARTIES"), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, COVERED PARTIES EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE DEVELOPER ONLY DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT YOU PAID FOR THE APPLICATION OR ONE U.S. DOLLAR (US\$1.00). YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES FROM ANY COVERED PARTIES.

This limitation applies to:

- anything related to the application, services or content made available through the application; and
- 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:

- repair, replacement or a refund for the application does not fully compensate you for any losses;
or
- Covered Party knew or should have known about the possibility of the damages.

WINDOWS PHONE STORE - STANDARD APPLICATION LICENSE TERMS (GERMANY) (UPDATED SEPTEMBER 2012)

These license terms are an agreement between you and the developer. Please read and accept them. They apply to the software application you download from the Windows Phone Store including any updates or supplements for the applications, unless the application comes with separate terms, in which case those terms apply. IF YOU DO NOT ACCEPT THEM, YOU DO NOT HAVE RIGHTS TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The developer means the entity licensing the application to you, as identified in the Windows Phone Store.

If you accept and comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use one copy of the application on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store.
2. **INTERNET-BASED SERVICES.**
 - a. **Consent for Internet-Based or Wireless Services.** The application may connect to Internet-based wireless services. Your use of the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based or wireless services. If other terms are provided in connection with your use of the services, those terms also apply.
 - b. **Misuse of Internet-based Services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.
3. **SCOPE OF LICENSE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license rights will terminate. Developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:
 - work around any technical limitations in the application;
 - reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish or otherwise make the application available for others to copy;
 - rent, lease or lend the application; or
 - transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for your internal, reference purposes.
5. EXPORT RESTRICTIONS. The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.
6. SUPPORT SERVICES. Contact the developer to determine if any support services are available. Microsoft (unless Microsoft is the developer), your phone manufacturer, and your wireless carrier are not responsible for providing support services for the application.
7. ENTIRE AGREEMENT. This agreement, the terms for supplements and updates to which you agreed and any privacy policy are the entire agreement for the application.
8. APPLICABLE LAW.
 - a. United States. If you acquired the application in the United States, Washington state law governs the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection unfair competition, and tort claims), regardless of conflict of law principles.
 - b. Outside the United States. If you acquired the application in any other country, the laws of that country apply.
9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. 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.
10. WE MAKE NO ADDITIONAL WARRANTY. EXCEPT CASES IN WHICH WE HAVE HIDDEN SERVICE DEFECTS IN BAD FAITH OR DEFECTS HAVE RENDERED USE OF THE SERVICES IMPOSSIBLE, THE APPLICATION IS LICENSED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE.” THE DEVELOPER, ON BEHALF OF ITSELF, MICROSOFT, WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS PROVIDED, AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS (“COVERED PARTIES”) DON’T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND THAT OCCASIONAL PERIODS OF DOWNTIME OCCUR. THE COVERED PARTIES CANNOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. THE COVERED PARTIES GIVE NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU HAVE ALL WARRANTIES FORESEEN BY LAW, BUT WE GRANT NO OTHER WARRANTIES. WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

11. LIABILITY LIMITATION

The developer shall not be liable for any content, including links to third-party websites, and activities provided by users. Such content and activities are neither attributable to the developer nor do they represent the developer's opinion.

The developer shall only be liable for slight negligence of the developer, its vicarious agents, and/or its legal representatives if material obligations of the agreement have been violated. Material obligations cover any obligations which need to be fulfilled in order to properly perform this agreement, which enable to reach the goals of this agreement and where the users generally can assume that those obligations will be fulfilled according to the sense and the content of this agreement.

The developer, its vicarious agents and/or its legal representatives shall not be liable for any financial loss with respect to any indirect damage, including loss of profit, unless the developer, its vicarious agents and/or its legal representative have at least acted with gross negligence.

Any statutory no-fault liability of the developer, including, without limitation, liability under the product liability act and statutory liability for breach of warranty, shall remain unaffected by the above limitation of liability. The same shall apply to liability of the developer, its vicarious agents and/or its legal representatives in the event of negligent injury to an individual's life, body or health.

No other contractual and legal claims besides those covered in this section 11 may result from this agreement and/or the use of the application.

WINDOWS PHONE STORE/MARKETPLACE - STANDARD APPLICATION LICENSE TERMS (CHINA) (UPDATED SEPTEMBER 2012)

These license terms are an agreement between you and the developer. Please read them. They apply to the software applications you download from the Windows Phone Store/Marketplace including any updates or supplements for the applications, unless the application comes with separate terms, in which case those terms apply instead. BY DOWNLOADING OR USING THE APPLICATION, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU DO NOT HAVE RIGHTS TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The developer means the entity licensing the application to you, as identified in the Windows Phone Store/Marketplace.

If you accept and comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use one copy of the application on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store/Marketplace.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The application may connect to Internet-based or wireless services. Your use of the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based or wireless services. If other terms are provided in connection with your use of the services, those terms also apply.

b. Misuse of Internet-based Services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft, MSN China, SINA, or Tencent disables the ability to use the applications on your devices pursuant to your agreement, any associated license rights will terminate. Developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

- work around any technical limitations in the application;
- reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
- publish or otherwise make the application available for others to copy;
- rent, lease or lend the application; or

- transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for your internal, reference purposes.

5. EXPORT RESTRICTIONS. The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Contact the developer to determine if any support services are available. Microsoft, MSN China, SINA, Tencent (unless one of them is the developer), your phone manufacturer, and your wireless carrier are not responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, the terms for supplements and updates, and any privacy policy to which you agreed are the entire agreement for the application.

8. APPLICABLE LAW.

- a. United States.** If you acquired the application in the United States, the laws of the state where you live govern the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection unfair competition, and tort claims), regardless of conflict of law principles.
- b. Canada.** If you acquired the application in Canada, the laws of the province where you live govern the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles.
- c. Outside the United States and Canada.** If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. 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.

10. DISCLAIMER OF WARRANTY. THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. THE DEVELOPER, ON BEHALF OF ITSELF, MICROSOFT, MSN CHINA, SINA, TENCENT, WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS PROVIDED, AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS ("COVERED PARTIES"), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATION IS WITH YOU. SHOULD THE APPLICATION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO

THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, COVERED PARTIES EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE DEVELOPER ONLY DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT YOU PAID FOR THE APPLICATION OR ONE U.S. DOLLAR (US\$1.00). YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES FROM ANY COVERED PARTIES.

This limitation applies to:

- anything related to the application, services or content made available through the application; and
- claims for breach of contract, warranty, guarantee or condition; consumer protection; deception; unfair competition; strict liability, negligence, misrepresentation, omission, trespass or other tort; violation of statute or regulation; or unjust enrichment; all to the extent permitted by applicable law.

It also applies even if:

- repair, replacement or a refund for the application does not fully compensate you for any losses; or
- Covered Party knew or should have known about the possibility of the damages.