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2. TIME-SENSITIVE SOFTWARE.
   a. Period. The Software is time-sensitive and may stop running on a date that is defined in the Software.
   b. Notice. You may receive periodic reminder notices of the Period end-date through the Software.
   c. Access to data. You may not be able to access data used in the Software when it stops running.
   d. Digital Content. If you enter into a comprehensive license agreement for the Software promptly following expiration of this Evaluation Agreement, then you may continue to use any digital content that you developed using the Software during the evaluation period under the terms of such comprehensive license agreement.
3. **FEEDBACK.** If you give feedback about the Software to Microsoft, you give to Microsoft, without charge, the right to 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 or documentation to third parties because Microsoft includes your feedback in them. These rights survive this Evaluation Agreement.

4. **DATA COLLECTION.** You can learn more about Microsoft’s data collection and use in the product documentation and the Microsoft Privacy Statement at https://go.microsoft.com/fwlink/?LinkId=521839. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

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   c. remove, minimize, block, or modify any notices of Microsoft or its suppliers in the Software;  
   d. use the Software in any way that is against the law or to create or propagate malware; or  
   e. share, publish, distribute, or lend the Software, provide the software as a stand-alone hosted solution for others to use, or transfer the Software or this Evaluation Agreement to any third party.

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7. **SUPPORT SERVICES.** Microsoft is not obligated under this Evaluation Agreement to provide any support services for the Software. Any support provided is “as is”, “with all faults”, and without warranty of any kind.

8. **UPDATES.** The Software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing Software features, services, or peripheral devices.

9. **BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for sixty (60) days to resolve it informally. If you and Microsoft cannot resolve the dispute informally, you and Microsoft agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act (“FAA”), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney- general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at http://aka.ms/arb-agreement-1. You and Microsoft agree to these terms.

10. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this Evaluation Agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the Software and all of its component parts.

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13. CONSUMER RIGHTS; REGIONAL VARIATIONS. This Evaluation Agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the Software. This Evaluation Agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the Software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

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b. **Canada.** If you acquired the Software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the Software will resume checking for and installing updates), or uninstalling the Software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

c. **Germany and Austria.**

   i. **Warranty.** The properly licensed Software will perform substantially as described in any Microsoft materials that accompany the Software. However, Microsoft gives no contractual guarantee in relation to the licensed Software.

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[Please note: As this Software is distributed in Canada, some of the clauses in this Evaluation Agreement are provided below in French.]

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