

MICROSOFT TERMS OF USE

EMISSIONS IMPACT DASHBOARD FOR MICROSOFT 365 (Preview)

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1. INSTALLATION AND USE RIGHTS.

- a) **General.** You may install and use the App with your applicable Power Platform cloud service subscription. You may not use the App in a live operating or production environment unless Microsoft permits you to do so under another agreement. You may not install or use a copy of the App with a Power Platform cloud service subscription you do not own or control.
- b) **Third Party Components.** The App may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the App. The [Terms of Use for Users of MSFT LCA Tool Using ecoinvent Data v3](#) is hereby incorporated into this agreement by this reference.

2. TIME-SENSITIVE.

- a) **Period.** This agreement is effective on your acceptance and terminates on the earlier of (i) 30 days after first availability of a commercial release of the App, or (ii) upon termination by Microsoft. Microsoft may extend this agreement in its discretion.
- b) **Notice.** You may receive periodic reminder notices of this date through the App.
- c) **Access to data.** You may not be able to access data used in the App when it stops running.

3. SCOPE OF LICENSE. The App is licensed, not sold. This agreement only gives you some rights to use the App. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):

- a) work around any technical limitations in the App that only allow you to use it in certain ways;
- b) reverse engineer, decompile or disassemble the App, or otherwise attempt to derive the source code for the App, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the App;
- c) make more copies of the App than specified in this agreement or allowed by applicable law;
- d) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the App;
- e) use the App in any way that is against the law, regulation, governmental order, or decree;
- f) use the App to violate the rights of others or to create or propagate malware;
- g) try to gain unauthorized access to or disrupt any service, device, data, account, or network;

- h) use the app in any application or situation where failure of the App could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
 - i) share, publish, distribute, or lease the App, provide the App as a stand-alone offering for others to use, or transfer the App or this agreement to any third party.
- 4. **PREVIEW.** The App is a preview, beta, or other pre-release version ("Preview"). It may not operate correctly. It may be different from the commercially released version, if any. The Preview may employ lesser or different privacy and security measures. Unless otherwise provided, the Preview is not included in customer support or service level agreements. Microsoft may change or discontinue the Preview at any time without notice. Microsoft also may choose not to release a Preview as a "general availability" commercial release.
- 5. **FEEDBACK.** If you give feedback about the App 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 the App, or any of its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.
- 6. **DOCUMENTATION.** If documentation is provided with the App, you may copy and use the documentation solely for your reference purposes.
- 7. **FONTS.** While the App is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
- 8. **DATA.**
 - a) **Data Collection.** The App may collect information about you and your use of the App and send that information to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the App that may enable you to collect data from users of your applications. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data collection and use in the help documentation and the privacy statement at <https://aka.ms/privacy>. Your use of the App operates as your consent to these practices.
 - b) **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the App, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <https://docs.microsoft.com/en-us/legal/gdpr>.
 - c) **Sample.** Sample data included in this App are for illustration only and are fictitious. No real association is intended or inferred.
- 9. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the App, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <https://aka.ms/exporting>.
- 10. **SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the App. Any support provided is "AS IS", "WITH ALL FAULTS", and without warranty of any kind.
- 11. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the App and all of its component parts.
- 12. **ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the App.
- 13. **APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the App in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims

(including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. If you acquired the App in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.

14. CONSUMER RIGHTS; REGIONAL VARIATIONS. This 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 App. This 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 App in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a) **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
- b) **Canada.** If you acquired this App 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 App will resume checking for and installing updates), or uninstalling the App. The product documentation, if any, may also specify how to turn off updates for your specific device or the App.
- c) **Germany and Austria.**

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

- ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

15. DISCLAIMER OF WARRANTY. THE APP IS LICENSED "AS IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, 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 (a) anything related to the App, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case 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 state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

Please note: As this App is distributed in Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

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Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

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