Microsoft Enrollment for Education Solutions Student User License Agreement

This acceptance form is valid for the Microsoft products listed below, which shall be referred to collectively herein as “Software”. Software is made available to you because Virginia Polytechnic Institute and State University (Virginia Tech) has purchased license coverage for the Software through Microsoft Enrollment for Education Solutions (EES). Virginia Tech is extending to you the right to use the Software on a personally-owned computer or an institution-owned computer designated for your exclusive use. You do not own the license, rather you are authorized to use the Software pursuant to the terms and conditions of the license(s) granted to Virginia Tech for the term of Virginia Tech’s EES agreement. You will be required to remove the Software from your personal machine immediately upon the earlier of (a) any event which causes you no longer to be a student of the institution or (b) expiration of the EES Subscription term.

You are granted the right to use the following Software and upgrades made available during the subscription term, per the terms of the EES agreement:

- Microsoft Visio
- Microsoft Project
- Windows Operating System
- Microsoft 365 Pro Plus for Windows and macOS

By agreeing to these terms, you are complying with the following statements:

- I will read and abide by the license(s) associated with this Software.
- I understand the minimum specifications to run the Software as listed.
- I understand that I will be required to remove the Software from my personal machine immediately upon the earlier of (a) any event which causes me to no longer to be a student of Virginia Tech or (b) expiration of the EES Subscription term.
- I understand that if Virginia Tech does not renew the EES Subscription, then I must delete or remove the Software licensed to Virginia Tech under the EES agreement from my computer at the time the EES Subscription expires or is terminated.

Campus and School Agreement - Student License Confirmation

Description of rights and limitations:

a) 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.

b) 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.

c) Rental. Student may not rent, lease, or lend the software.

d) Support services. Students acquiring software under the Campus and School Agreement program are not entitled to free telephone support.

e) Software transfer. Student may not sell, assign or otherwise transfer student's rights under this student license confirmation.
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.

Limited Software Warranty

Microsoft warrants that each version of the software will perform substantially in accordance with Microsoft's user documentation. This warranty is valid for a period of 90 days from the date student first runs a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the software are limited to the same extent and the same 90 day period. This warranty does not apply to components of the software which educational institution is permitted to redistribute under applicable Product use rights, or if failure of the software has resulted from accident, abuse or misapplication. If student notifies Microsoft within the warranty period that software does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for that software or (2) repair or replace that software. To the maximum extent permitted by law, this is student's exclusive remedy for any failure of any software to function as described in this section.

Disclaimers

EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY 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), MICROSOFT'S LIABILITY WILL BE LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT STUDENT HAS PAID UNDER THIS AGREEMENT WITH RESPECT TO THE PRODUCT 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.