

Microsoft Decentralized Identity

Preview Agreement

This **Microsoft Decentralized Identity Preview Agreement** ("**Agreement**") applies to your preview use ("**Preview**") of Microsoft's Decentralized Identity Solution, and includes extension software, APIs, documentation and services ("**Platform**"). By accessing or using the Platform, you accept the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not access or use the Platform.

Background

Microsoft desires to enable an end user to test and evaluate the Platform's functions including registration, discovery and authentication services ("**DID Services**"), and to enable a developer to test and evaluate integration of its service with the Platform. This Agreement covers the use of the Platform by either an end user or developer. Unless otherwise indicated, all provisions apply to both.

1. Code Licenses.

- (a) Microsoft DID Extension Software.** You may install and use any number of copies of the extension software on your devices solely for testing and evaluation. The software includes third party applications that are licensed to you under this Agreement. Notices, and acknowledgements, if any, for the third-party applications may be accessible in an accompanying notices file.

2. DID Service License.

- (a) Preview Status.** The DID Service is a preview and only available for a limited time and functionality. The DID Services are subject to change without notice and may contain gaps, errors and instabilities not found in a full commercial version. The DID Service may experience interruptions and downtime during which you may not be able to access data or other functionality. You are solely responsible for determining the appropriateness of using preview services and assume all risks associated with using the DID Service, including but not limited to risks and costs of program errors, compliance with applicable laws, damage to or loss of, programs or equipment, and unavailability or interruption of operations.
- (b) License.** During the Term (as defined below) and subject to your compliance with the terms and conditions of this Agreement and any other agreement between you and Microsoft regarding Microsoft's Decentralized Identity Solutions, ***as an end user, you may use the Platform for your personal, non-commercial evaluation, or as a developer, you may evaluate or use the Platform as a component of your services on a non-commercial, non-production basis.***

- 3. Acceptable Use of the Platform.** You may only use the Platform to evaluation or testing; not for a commercial purpose. Do not provide personal data or valued content into this preview version. You will not use the Platform: (a) in a way prohibited by law, regulation, or government order or decree; (b) to violate others' rights; (c) to try to gain unauthorized access to or disrupt any service, device, account, or network; (d) to distribute unsolicited email or malware; (e) in a way that could harm the Platform or impair anyone else's use of it; (f) reverse engineer, decompile, disassemble, or work around any technical limits in the Platform; or, (g) rent, lease, lend, sell or transfer the Platform or any part thereof.

- 4. Updates.** Microsoft may update the Platform at any time, without advance notice, and such updates may introduce breaking changes to prototypes, which Microsoft is not responsible for fixing. Updates may also result in deleting the data or changing of DID Services functionality.

- 5. Support.** Microsoft has no obligation to provide any support services for the Platform. The Platform may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, extended downtime and other interruptions. During such periods, you may be unable to access or use all of, or a portion of, the Platform. Some or all of your content or data may be lost.

6. Reservation and Scope of Rights. Except for your limited use and access rights to the Platform as set forth in this Agreement, Microsoft reserves all other rights not expressly granted herein. No additional rights (including implied licenses, rights or covenants) are granted by implication, estoppel or otherwise. For example, Microsoft does not grant you any license or rights to use any data, software programs or services, or to any related or enabling technologies that may be necessary to use such data, software programs or services. For clarity, any license or other terms associated with any data, software programs or services that access or use the Platform shall not be binding on Microsoft.

7. Input. You and your contractors are not required to provide input; however, all discussions, cooperation, and information sharing, including features, insights, suggestions, comments, know-how and feedback arising between you and your contractors and Microsoft that relate to the current or future versions of the Platform ("**Input**") is and will be given entirely voluntarily, and may not be used against the principles of openness for the Platform so as to block the use, development or deployment of the current or future versions of the Platform. You further agree to make no claim of ownership or exclusive license to the Platform or any modification to or derivative work therefrom.

8. Data Collection and Protection.

(a) Data. You bear sole responsibility for any and all data used in connection with your access to or use of the Platform ("**Data**"), and any software programs or services you use in connection with your access to or use of the Platform, including without limitation taking the steps necessary to back up such Data, software programs or services. In general, due to the Preview nature of the Platform, the security, safety and integrity of the Data cannot be assured. Microsoft claims no ownership of or control over the Data or other information you provide to us in connection with your use of the Platform. It is solely your responsibility to protect any rights you may have in the Data and such information.

(b) Data Collection. DID Services, including the extension software, collect connectivity and configuration information about your device and your use of the software and sends that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=512132>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

(c) As a Developer: Your Privacy Practices. If you collect, store, or otherwise process personal data while using the Platform, you must: (a) comply with all applicable privacy and data protection laws and regulations; and (b) obtain sufficient authorization from the persons providing the information to permit the processing of the information by Microsoft, its affiliates, subsidiaries, and service providers (collectively "Microsoft Parties") as contemplated by this Agreement, including (i) transfer of the information to the Microsoft Parties for their processing; and (ii) processing of the information outside the jurisdiction in which the information is provided to you, such as storage and other processing in the United States.

9. Term and Termination.

(a) Term. The term of this Agreement ("**Term**") begins on the date you download or use any component of the Platform and terminates on the earlier of (i) sixty (60) days following first availability of a commercial release of the Platform, or, (ii) upon termination by Microsoft at its convenience or due to your breach, which termination shall be effective upon notice. Microsoft may extend this Agreement in its discretion. Sections 6, 7, 8, 12, 13, 14 and 15 will survive any termination or expiration.

(b) Suspension or Cancellation. Microsoft may determine in its sole discretion to suspend or cancel the availability to you of all or any part of the Platform, including without limitation if Microsoft determines in its sole discretion that doing so is reasonably necessary in order to avoid liability by Microsoft to any third party or governmental entity for the infringement of any right or the violation of any law, and Microsoft shall have no liability to you or any party related to you in such case.

(c) Effect of Termination, Suspension or Cancellation. Due to the preview nature of the Platform, you may lose access any data or content used with the Platform and Microsoft may not be able to retrieve them for you. Do not use personal data or content with the preview version of this Platform.

10. Your Use of the Platform. You represent, warrant and agree to ensure, that you have the necessary rights to any Data, software programs or services that you use in connection with the Platform, and that your use of the Platform shall not, apart from the Platform, infringe the intellectual property, privacy, personal or other proprietary rights of any third party. You agree to access or use the Platform: (a) without violating the rights of any third party or purporting to subject Microsoft to any other obligations to you or any third party; and (b) solely in a manner that complies with all applicable laws and regulations.

11. EXPORT RESTRICTIONS. You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.

12. Disclaimer of Warranty. WE PROVIDE THE PLATFORM "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND ASSUME NO RISK OR LIABILITY IN YOUR USE OF THE PLATFORM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY AND IMPLIED; INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, AND NON-INFRINGEMENT; (B) ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND, (C) THAT ACCESS TO OR USE OF THE PLATFORM WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE OR THAT YOUR USE OF THE PLATFORM WILL BE RELIABLE AND ACCURATE, INCLUDING WITHOUT LIMITATION STORING, READING, UPDATING OR DELETING THE DATA. NO ORAL OR WRITTEN STATEMENT MADE TO YOU IN THE CONTEXT OF PROVIDING THE PLATFORM SHALL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THIS AGREEMENT.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF DATA OR OTHER INFORMATION, USE, GOODWILL) ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM: (A) USE OR INABILITY TO USE THE PLATFORM; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, SOFTWARE PROGRAMS OR SERVICES; (C) UNAUTHORIZED ACCESS TO OR USE OF, OR ANY ALTERATION, CORRUPTION, DELETION, DAMAGE OR LOSS OF, THE DATA, OR ANY OTHER DATA, SOFTWARE PROGRAMS OR SERVICES USED IN CONNECTION WITH THE PLATFORM; (D) FAILURE TO PROVIDE ACCURATE INFORMATION; (E) VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS OR USE OF THE PLATFORM OR THAT ARE TRANSFERRED TO YOU THROUGH THE PLATFORM; (F) INCOMPATIBILITIES BETWEEN THE PLATFORM AND OTHER SERVICES, SOFTWARE OR HARDWARE; AND (G) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. THIS LIMITATION APPLIES EVEN IF (1) THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, OR FAILS OF ITS ESSENTIAL PURPOSE AND (2) MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MICROSOFT SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS IN THE PLATFORM, INCLUDING WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS INCLUDING THOSE THAT AFFECT THE RECEIPT, ACCEPTANCE, PROCESSING COMPLETION OR SETTLEMENT OF YOUR SYSTEMS.

14. Indemnity. You agree to defend Microsoft against any claims made by an unaffiliated third party that: (a) any Customer Data, non-Microsoft products, marks, or services you provide, directly or indirectly, in using a Preview or the Platform infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or, (b) arise from violation or breach of a provision of this Agreement.

15. General.

- (a)** This Agreement, including any Microsoft end user license terms accompanying the software, constitutes our entire agreement regarding the subject matter hereof, and merges and supersedes all prior and contemporaneous communications and agreements between the parties regarding the subject matter hereof. In the event of any conflict between the provisions of this Agreement and any other agreement regarding the subject matter hereof, the provisions of this Agreement shall control and supersede.
- (b)** Any delay or failure by Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- (c)** Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture between the parties, or as joint controllers or processor-subprocessor relationship.
- (d)** Microsoft may at its sole discretion modify this Agreement at any time. If we modify this Agreement, we will update the date listed at the top of this Agreement. If you do not agree to these changes, then you must immediately inform Microsoft of your decision to stop using the Platform and immediately stop using the Platform. If you do not stop using the Platform, then your use of the Platform will continue under the changed Agreement.

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