

Dated: June 2020

### **Microsoft Decentralized Identity Preview Terms**

These Preview Terms ("**Preview Terms**") apply to your preview use of Microsoft's (a) Decentralized Identity registration, discovery, authentication and identity hub services ("**DID Services**"), and (b) DID agent, identity hub or other software or connectors, APIs or documentation ("**DID Software**") (collectively referred to as "**Platform**") made available on Microsoft's Decentralized Identity site at <https://didproject.azurewebsites.net/>.

These Preview Terms govern regardless of whether the Platform, or any component thereof, is provided to you by Microsoft, or you access the materials on Microsoft's Decentralized Identity site at <https://didproject.azurewebsites.net/>.

Microsoft desires to enable:

- an end user to test and evaluate the Platform, and
- a developer to test and evaluate integration of its service with the Platform.

These Preview Terms cover the use of the Platform by either an end user or developer. Unless otherwise indicated, all provisions apply to both.

#### **Section 1 Licenses**

- (a) **DID Software.** Subject to your compliance with these Preview Terms and any other agreement between you and Microsoft governing your use of the Platform (if any), you may use DID Software solely for testing and evaluation of the Platform. During the Term of this Preview, you may be able use a Platform feature within a separately licensed application, e.g. Microsoft Authenticator application. Your use of the Platform preview feature is governed by these Preview Terms. Otherwise, the use of the application is governed by the application's license terms.
- (b) **DID Services.** Subject to your compliance with these Preview Terms and any other agreement between you and Microsoft governing your use of the Platform (if any), as an end user, you may use the DID Services for your personal, non-commercial evaluation, or as a developer, you may evaluate or use the DID Services as a component of your services on a non-commercial, non-production basis.
- (c) **Third-Party Applications.** The Platform includes third-party applications that are licensed to you under these Preview Terms. Notices, and acknowledgements, if any, for the third-party applications may be accessible in an accompanying notices file.

#### **Section 2 Acceptable Use of the Platform**

You may only use the Platform for evaluation or testing, not for any commercial or production purposes. **Do not provide personal data or valuable content in the preview version of the Platform.** You will not:

- (a) use the Platform: (i) in a way prohibited by Applicable Law; (ii) to violate others' rights; (iii) to try to gain unauthorized access to or disrupt any service, device, account, or network; (iv) to distribute unsolicited email or malware; or (v) in a way that could harm the Platform or impair anyone else's use of it. "*Applicable Law*" means any and all applicable laws, rules, regulations, directives, and binding guidance of any governmental authority in any jurisdiction where your company solutions (if integrated with the Platform) are made available to and used, including, but not limited to the General Data Protection Regulation 2016/679 ("*GDPR*");
- (b) reverse engineer, decompile, disassemble, or work around any technical limits in the Platform; or,

- (c) rent, lease, lend, sell, sublicense or transfer the Platform or any part thereof.

### **Section 3 Preview Status**

The Platform is in preview and only available for a limited time and with limited functionality. **Previews may employ lesser or different privacy and security measures than those typically present in a generally available online service. Do not provide personal data or valuable content in the preview version of the Platform.** You bear sole the sole risk and responsibility for any use of this Platform. You assume all risks associated with using this version of the Platform, including but not limited to risks and costs of program errors, compliance with Applicable Laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations. You must design and implement every application such that, in the event of any interruption, defect, error, or other failure of this Platform, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry.

- (a) 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 providing a fix. Updates may also result in deleting of your test data, and/or changing the Platform and its functionality. Microsoft may also choose not to make this preview Platform commercially available.
- (b) No Service Level Agreement (SLA). There is no SLA provided for the Platform. The Platform may experience interruptions and downtime during which you may not be able to access data or other functionality.
- (c) No Support. Microsoft has no obligation to provide any support services for the Platform.

### **Section 4 Reservation and Scope of Rights**

Except for your limited use and access rights to the Platform as set forth in these Preview Terms, 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.

### **Section 5 Technical Services, Ownership, License and Background IP**

- (a) Microsoft may, but is not obligated to, provide the you with certain technical services in relation to the Platform, which may consist of, but are not limited to, solution assessment, performance tuning/troubleshooting, training/knowledge transfer, code review, deployment review, operational readiness assessment, security/monitoring/auditing health checks and/or a proof-of-concept or pilot solution ("Technical Services"). The Technical Services include any related oral or written communications and materials ("Microsoft Materials"). Any code and code deliverables created through the Technical Services, by Microsoft or jointly with you will be deemed "Microsoft Materials."
- (b) If Technical Services are provided, Microsoft grants you a license to the Microsoft Materials for its internal business purposes, solely in connection with its use of the Platform, with the understanding that the Materials are not intended for use in a production environment. All Materials will be deemed part of the Platform and subject to the terms herein applicable to the Platform.
- (c) As between you and Microsoft, all Microsoft Materials created or provided as part of the Technical Services shall be owned by Microsoft, including any intellectual property rights thereto, subject to any underlying rights in your content included in or necessary to the use of the Microsoft Materials ("Background IP"), if any. If you provide Microsoft with any code, in any format, such code will be

deemed Background IP. With respect to Background IP, you grant Microsoft a worldwide, non-exclusive, fully-sublicensable, irrevocable, royalty-free and fully-paid-up perpetual license to copy, reproduce, make, use, have made, sell, offer to sell, import, market, distribute, publicly perform and publicly display such Background IP, without restriction as to scope of use, market or licensing, and without any approval or accounting rights whatsoever. Under the same terms, Microsoft may, and may sublicense rights to, create modifications to and derivative works from the Background IP, and use the Background IP as an underlying work in such modifications and derivative works. In such event, Microsoft or its licensees shall own all intellectual property rights to such modifications or derivatives.

## Section 6 Input/No Joint Development

- (a) We encourage you to provide Microsoft with input on your experience with the Platform, but you are not required to do so. This is not a joint development project and there will be no creation of joint intellectual property rights under these Preview Terms.
- (b) All discussions, cooperation, and information sharing, including features, insights, suggestions, comments, know-how and feedback arising between you, your agents/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 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. As to such Input, you grant Microsoft a worldwide, non-exclusive, fully-sublicensable, irrevocable, royalty-free and fully-paid-up perpetual license to Microsoft without charge, any rights needed under your intellectual property rights, to use, share and commercialize any Input about the Platform you give us in any way and for any purpose. You will not give Input that is subject to a license that requires Microsoft to license its software or documentation or provide its services to third parties because we include your Input in them. These rights survive any termination or expiration of these Preview Terms.
- (c) Do not provide Microsoft your or your company's sensitive or confidential information as Input. All such information or materials you provide will be deemed non-confidential, unless agreed otherwise in writing.

## Section 7 Data Collection and Protection

- (a) **Data provided to the Platform.**
  - (i) **Due to the preview nature of the Platform, you should not use the Platform to process Personal Data or other data that is subject to legal or regulatory compliance requirements.** "*Personal Data*" means any information relating to an identified or identifiable natural person, and or personal content (*i.e.*, photographs, audio clips, etc.). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as, but not limited to, a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - (ii) Platform collects connectivity and configuration information about uses of devices, processes and the Platform, which is sent to a service operated by Microsoft. Microsoft may use this information to provide new products and services and to improve Microsoft's existing products and services. Some features in the DID Software may enable data collection from users of the applications that access or use the DID Software. You can learn more about Microsoft's data collection and use in the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=512132>.
- (b) **As a Developer.**

- (i) You and your agents bear sole responsibility for any and all Data used in connection with your use of the Platform, including without limitation, taking the steps necessary to back up such Data, software programs or services.
  - (ii) If you use or configure the DID Services to enable data collection from end users, you must (a) comply with all Applicable Law(s) (as defined above and where applicable); 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 these Preview Terms, 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.
- (c) **You and Microsoft are independent.** Nothing in these Preview Terms shall be construed as creating a joint controller or processor-subprocessor relationship between you and Microsoft.

#### **Section 8                    Term and Termination.**

- (a) **Term.** The term of these Preview Terms ("**Term**") begins on the date you download or use any component of the Platform and terminates on the earlier of: (i) fifteen (15) 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 these Preview Terms in its discretion. Sections 4, 5, 6, and 8 through 14 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 Applicable Law, and Microsoft shall have no liability to you or any party related to you in such case.

**Section 9                    Export Restrictions.** You must comply with all domestic and international export laws and regulations that apply to Platform, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.

#### **Section 10                Disclaimer of Warranty.**

**WE PROVIDE THE PLATFORM "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND ASSUME NO RISK OR LIABILITY IN THE YOUR USE OF THE PLATFORM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, 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, OR YOUR AGENTS, IN THE CONTEXT OF PROVIDING THE PLATFORM SHALL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THESE PREVIEW TERMS.**

#### **Section 11                    LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, 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 THESE PREVIEW TERMS OR THE 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 THE YOUR ACCESS OR USE OF THE PLATFORM OR THAT ARE TRANSFERRED TO YOU (OR YOUR AGENTS) 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 (OR YOUR AGENTS) 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 THE YOUR SYSTEMS.**

#### **Section 12 Indemnity**

You will defend, hold harmless, and indemnify Microsoft from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with your breach of the obligations herein or infringement of Microsoft's or a third party's intellectual property.

#### **Section 13 No Injunctive Relief**

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Platform, content or other material used or displayed through the current Microsoft DID website or successor site.

#### **Section 14 General**

- (a) You represent and warrant to Microsoft that you have the authority to accept these Preview Terms on behalf of yourself, a company, and/or other entity, as applicable.
- (b) We may change, amend or terminate these Preview Terms at any time. Your use of the Platform after any change or amendment means you agree to the updated Preview Terms. If you do not agree to the updated Preview Terms or if we terminate the Preview Terms, you must stop using the Platform.
- (c) These Preview Terms, including any Microsoft license terms accompanying the DID Software, constitutes our entire agreement regarding the subject matter hereof, and merges and supersedes all prior and contemporaneous communications and terms between the parties regarding the subject matter hereof. In the event of any conflict between the provisions of these Preview Terms and any other terms regarding the subject matter hereof, the provisions of these Preview Terms shall control and supersede.
- (d) 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.
- (e) The laws of the State of Washington govern these Preview Terms. If federal jurisdiction exists, the parties' consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties' consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington.

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