

# MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS WINDOWS 8.1 PREVIEW & WINDOWS 8.1 RT PREVIEW

Published: June 26, 2013

## MORE TERMS GOVERNING ARBITRATION PROCEDURES, FEES, AND INCENTIVES

These terms are part of the license agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates) that governs your right to use the Windows 8.1 Preview, Windows 8.1 Pro Preview, Windows 8.1 Pro Preview with Media Center and Windows RT 8.1 Preview software and any Windows apps. You can find the rest of the agreement by going to

[http://download.microsoft.com/download/C/1/0/C10C43A6-A2C1-4412-8F79-08661FE3971F/Windows-8\\_1-Pre-Release-License.pdf](http://download.microsoft.com/download/C/1/0/C10C43A6-A2C1-4412-8F79-08661FE3971F/Windows-8_1-Pre-Release-License.pdf) .

Section 2 of the license agreement's Additional Terms contains a binding arbitration clause and class action waiver. Under Section 2.f, you and Microsoft also agree to these terms:

**Arbitration Procedure.** The American Arbitration Association's ("AAA") Commercial Arbitration Rules apply. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the software, its Supplementary Procedures for Consumer-Related Disputes, also apply. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The

arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

## **Fees and Incentives.**

1. **Disputes Involving \$75,000 or Less.** Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Microsoft's last written settlement offer made before the arbitrator was appointed ("Microsoft's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Microsoft's last written offer, Microsoft will give you three incentives: (i) pay the greater of the award or \$1,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Microsoft agree on them.
2. **Disputes Involving More Than \$75,000.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
3. **Disputes Involving Any Amount.** In any arbitration you commence, Microsoft will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Microsoft commences, Microsoft will pay all filing, AAA, and arbitrator's fees and expenses. Microsoft will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

**Conflict with AAA Rules.** This agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.