

TERMS AND CONDITIONS for Employee Home Use Program**By clicking “I accept” below:**

(a) You represent that you are a Microsoft volume license customer with an active Software Assurance coverage for Microsoft Home Use Program (“MSHUP”) - eligible applications.

(b) You acknowledge that:

- Your participation in MSHUP is subject to: (a) these **MSHUP Terms & Conditions** (as updated by Microsoft from time to time) and (b) the terms and conditions of your Microsoft volume license agreement.
- Microsoft software is licensed through MSHUP solely for the use of employees of Microsoft volume licensing customers participating in the MSHUP program
- An employee’s eligibility to license a given software title under MSHUP is conditioned upon (a) that employee’s status as a user of a licensed copy of the software within your organization, and (b) your enrollment of that copy in Software Assurance.
- Each of your eligible employees may order only one license per Microsoft software title.
- The End User License Agreement for the software licensed through MSHUP is an agreement between Microsoft and your employee. We will not hold you responsible for any individual employee’s failure to comply with the terms and conditions of that agreement.
- From time to time and upon your request we will provide you with limited information pertaining to your employees’ MSHUP license acquisitions (employee name, email address, purchase date and software title ordered).
- We may terminate your participation in MSHUP immediately and without notice in connection with unauthorized access to or licensing through your personalized MSHUP website.
- Your participation in this program may have tax implications for you and your employees. You may wish to consult your tax advisor before you sign up. We assume no responsibility for compliance with any employment-benefit, tax or reporting obligation that either you or your employees may have.

(c) You agree that:

- You will direct only eligible employees to your personalized MSHUP website.
- You will take reasonable steps to restrict access to your personalized MSHUP website to your eligible employees.
- You will take reasonable steps to ensure that your employees’ license acquisitions comply with the program requirements.

(d) Additional terms that apply for employees in New Zealand are set out below,

- You must not require any payment or consideration from employees in connection with MSHUP, or do or omit to do anything, that would result in an increase of the total cost of any MSHUP benefit to any employee in New Zealand beyond any amount charged by Microsoft.
- You indemnify and keep us and our affiliates indemnified and hold us and our affiliates free and harmless from any costs, expenses, losses or damages incurred by us or our affiliates as a result of you failing to comply with the obligations contained in this section (d).

If you wish to accept these terms and conditions, please enter your full name and click “I Accept.” If you do not wish to accept them, click “I Decline.” Any third party accepting these terms and conditions on behalf of the Software Assurance customer represents in doing so that it has been appropriately authorized by the customer to act on its behalf.

Last Updated: 2006-11