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- a. Period.** The Software is time-sensitive and may stop running on a date that is defined in the Software.
- b. Notice.** You may receive periodic reminder notices of the Period end-date through the Software.
- c. Access to data.** You may not be able to access data used in the Software when it stops running.
- d. Digital Content.** If you enter into a comprehensive license agreement for the Software promptly following expiration of this Evaluation Agreement, then you may continue to use any digital content that you developed using the Software during the evaluation period under the terms of such comprehensive license agreement.

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  - d. use the Software in any way that is against the law or to create or propagate malware; or
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9. **BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for sixty (60) days to resolve it informally. If you and Microsoft cannot resolve the dispute informally, you and Microsoft agree to **binding individual arbitration before the American Arbitration Association** under the Federal Arbitration Act ("FAA"), and **not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide. **Class action lawsuits, class-wide arbitrations, private attorney- general actions**, and any other proceeding where someone acts in a representative capacity **are not allowed**; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <http://aka.ms/arb-agreement-1>. You and Microsoft agree to these terms.
10. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this Evaluation Agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the Software and all of its component parts.
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- c. Germany and Austria.**
  - i. Warranty.** The properly licensed Software will perform substantially as described in any Microsoft materials that accompany the Software. However, Microsoft gives no contractual guarantee in relation to the licensed Software.
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