

Kodu Game Lab Service Agreement

Last updated: June 2018

This Service Agreement (the "Agreement") is an Agreement between you and Microsoft Corporation. This Agreement sometimes refers to Microsoft as "we," "us" or "our." This Agreement applies to the Microsoft Kodu Game Lab service from Microsoft Research FUSE Labs, including all updates, support, and content that display or link to this Agreement and that you use while this Agreement is in force (collectively, the "Service"). The Service enables you to share the content that you create using the Microsoft Kodu Game Lab software ("your content") with other users of the Service. Specifically, the Service allows you to post your content on Microsoft servers to permit other users of the Service to access and download it. Your use of the Service is subject to posted notices and our Code of Conduct. All such notices and Code of Conduct are incorporated by reference into this Agreement.

You may use the Service only if you agree to these terms. If you do not agree, do not use the Service. This Agreement limits our liability and disclaims warranties for the Service to the maximum extent permitted by law. Please read the Agreement carefully.

1. Personal and Non-Commercial Use of the Service

Unless otherwise specified, the Service is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Service.

2. How You May Use the Service

In using the Service, you must:

- obey all applicable laws, rules and regulations;
- obey the Kodu Game Lab Community Code of Conduct, provided below, and any other notices we provide;
- obey the Microsoft Anti-Spam Policy; and
- promptly notify us if you learn of a security breach related to the Service.

3. How You May Not Use the Service

In using the Service, you may not:

- engage in, facilitate, or further unlawful conduct or use the Service in any way prohibited by this Agreement and/or any notices we provide;
- damage, disable, overburden, or impair the Service (or the network(s) connected to the Service or interfere with anyone's use and enjoyment of the Service;
- use any automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Microsoft or "meta-searching");
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service;
- resell or redistribute the Service, or any part of the Service;
- misrepresent the source of anything you post or upload, including impersonation of another individual or entity;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("Spam");
- publish, post, upload, distribute or disseminate any inappropriate, pornographic, profane, defamatory, obscene, indecent or unlawful information;
- use the Service to threaten, stalk, defame, defraud, degrade, victimize or intimidate an individual or group of individuals for any reason; including on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion; or incite or encourage anyone else to do so; or
- upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

4. You Are Responsible for Your Service Account

Only you may use your Service account. You are responsible for all activity that takes place with your Service account. You may not authorize any third party to access and/or use the Service on your behalf except where Microsoft provides a mechanism for third parties to access the Service on your behalf. In order to access the Service, you may choose to sign in with either your Microsoft account, Facebook or Twitter credentials. By providing such credentials, you agree to permit Microsoft to use such credentials for the purpose of authenticating your log in.

This Service is not associated with or endorsed by Facebook, Inc. or Twitter, Inc. Your use of the Facebook service, the Twitter service or any third-party website or service is subject to that third party's respective terms of service and privacy policies. Your use of Windows Live ID is subject to the Microsoft Service Agreement (<https://www.microsoft.com/en-us/servicesagreement>) and the Microsoft Privacy Statement (<https://privacy.microsoft.com/en-us/privacystatement>).

5. How We May Change This Agreement

Microsoft may change this Agreement at any time without notice. If you do not stop using the Service, your continued use of the Service will be governed by the most recent version of this Agreement.

6. Changes to the Service; If We Cancel the Service

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time and for any reason. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops immediately. **Once the Service is cancelled or suspended, any data you have stored on the Service might not be available to you later.** You are responsible for taking necessary steps to back up your data.

7. Your Content

Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback and suggestions) or post, upload, input or submit to any Service or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Microsoft, its affiliated companies (including, without limitation, all Microsoft services) and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and the right to sublicense such rights to any supplier of the Service.

No compensation will be paid with respect to the use of your Submission, as provided herein. Microsoft is under no obligation to post or use any Submission you may provide,

and Microsoft may remove any Submission at any time in its sole discretion. By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this Agreement including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

8. Links to Third-party Web Sites.

THE LINKS IN THIS AREA WILL LET YOU LEAVE MICROSOFT'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. ANY THIRD-PARTY WEB SITES WILL BE GOVERNED BY THEIR RESPECTIVE TERMS OF USE AND PRIVACY POLICIES. MICROSOFT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

9. Privacy

See the [Privacy Statement](#) disclosures relating to the collection and use of your information.

10. Our Notices to You; Your Notices to Us

This Agreement is in electronic form. We have the right to send you information about the Service in electronic form via posting to the Kodu website. There may be information about the Service that the law requires us to send to you. We may send this information to you in electronic form as described above.

As long as you can access and use the Service, you have the necessary software and hardware to receive these notices. If you do not consent to receive notices as described above, you must stop using the Service.

11. Notice Specific to Software Available through the Service

Any software that is made available to download from the Service ("Software") is the copyrighted work of Microsoft and/or its suppliers. Use of the Software is governed by

the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. Third party scripts or code, linked to or referenced from this website, are licensed to you by the third parties that own such code, not by Microsoft. The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, MICROSOFT CORPORATION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FOR YOUR CONVENIENCE, MICROSOFT MAY MAKE AVAILABLE AS PART OF THE SERVICE OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. MICROSOFT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES OR IN MICROSOFT SOFTWARE PRODUCTS.

RESTRICTED RIGHTS LEGEND. Any Software which is downloaded from the Service for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at

48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

12. Notice Specific to the Service

We provide the Service "as-is," "with all faults" and "as available." Microsoft makes no guarantee about the reliability, accuracy or timeliness of information available from the Service.

We and our affiliates, resellers, distributors and vendors give no express warranties, guarantees or conditions. You bear the risk of using it. You may have additional consumer rights under your local laws that this Agreement cannot change. We exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement.

13. Liability Limitation

IN NO EVENT SHALL MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF AGREEMENT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR INFORMATION AVAILABLE FROM THE SERVICE.

14. Applicable Law and Place for Resolving Disputes

Washington state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your Service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this Agreement.

15. Agreement Interpretation

All parts of this Agreement apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this Agreement as written. If this happens, then that

part will be replaced with terms that most closely match the intent of the part that we cannot enforce. The rest of this Agreement will not change. This Agreement, together with the Code of Conduct included herein and other notices we provide, is the entire Agreement between Microsoft and you regarding the Service. It supersedes any other Agreement or statements related to the Service. If you have confidentiality obligations related to the Service, those obligations remain in force (for example, you may have been a tester for a pre-release version of a service). The section titles in this Agreement do not limit the other terms of this Agreement.

16. Assignment

Microsoft may assign this Agreement, in whole or part, at any time without notice to you. You may not assign this Agreement, or any part of it, to any other party. Any attempt to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Service or any part of the Service.

17. Force Majeure

Microsoft will not be liable for any loss or damage or be deemed to be in breach of this Agreement due to any event or circumstance beyond its reasonable control, including, war, invasion, electrical shortages, terrorist attacks, earthquakes or acts of God.

18. Copyright Notices

Copyright Notice

All contents of the Service are Copyright © 2018 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. All rights reserved.

Respect Copyright

Please respect the rights of artists and creators. Content such as music, photos and video may be protected by copyright. People appearing in content may have a right to control use of their image. You may not share other people's content unless you own the rights, have permission from the owner, or such sharing is otherwise legal.

Trademark Notice

Microsoft is a registered trademark of Microsoft Corporation. Trademark information is available at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/general.aspx>. Any rights not expressly granted are reserved.

Notices and Procedures for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

See [Notice and Procedure for Making Claims of Copyright Infringement](#).

19. Unsolicited Idea Submission Policy

MICROSOFT OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN MICROSOFT'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO MICROSOFT. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO MICROSOFT OR ANYONE AT MICROSOFT. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT MICROSOFT MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

20. Support

Customer support is not offered for the Service, unless provided otherwise in this Agreement or the materials we publish in connection with a particular service specify that it includes customer support.

THE KODU GAME LAB COMMUNITY CODE OF CONDUCT (“Code of Conduct”)

The Code of Conduct outlines the rules that you must follow to help ensure that the Service is fun for everyone.

A. You will do the following:

- Be polite and treat others with respect.
- Let us know if you encounter content that is offensive - especially if the content is violating the Code of Conduct.
- Have fun!

B. You will not do the following:

- Don't use the Service to do anything illegal. Microsoft is not responsible for your actions and the consequences of your actions while using the Service.
- Don't harass, abuse, insult or spam other users, or encourage other users to do so. Don't provide any advertising or free offer content that violates any of the other categories outlined here.
- Don't create a creator name or game content that other users may be offended by. This includes, without limitation, anything related to or suggestive of: hate speech or discriminatory content based on considerations of race, national origin, gender, age, disability, religion, ethnic group, sexual orientation or expression, illegal drugs/controlled substances, or illegal activities.
- Don't create a creator name or game content that references controversial religious topics, notorious people, organizations, or sensitive current or historical events that may be considered inappropriate.
- Don't distribute, post, publish, upload, disseminate or discuss defamatory, infringing, obscene, sexual or unlawful materials in any format (images, audio, video, text, etc.). Prohibited materials include, without limitation, child sexual abuse content, child pornography, child exploitation, child abuse, child molestation, bestiality, violent and/or gory sexual acts. “Sound alike” words, phrases, or puns that reference these topics are also prohibited.
- Don't distribute, post, publish, upload, disseminate or discuss defamatory content (defamation, impersonation, non-consensual pornography, or fraudulent solicitation of money or services).
- Don't distribute, post, publish, upload, disseminate or discuss illegal substances, goods and services, such as any content depicting the use of illegal drugs, or sale or goods and/or services related to illegal drugs, including consumption by or sale to minors.

- Don't distribute, post, publish, upload, disseminate or discuss threats of violence, terrorism, bullying and/or harassment.
- Don't distribute, post, publish, upload, disseminate or discuss terrorist content, such as content posted by a United Nations Security Council Sanctions' List – recognized terrorist organization or in favor of such a group, and where the content encourages violent action, endorses a terrorist organization or its acts, or encourages people to join a terrorist organization.
- Don't distribute, post, publish, upload, disseminate or discuss illegal gambling and gaming. For clarity, this includes any content promoting or permitting illegal online gambling or gaming to or by minors, or in geographies and in markets where such activities are prohibited by law.
- Don't post references to websites that violate the Code of Conduct.
- Don't give out personal information of other players (such as their real name, address, phone number, credit card number, etc.) in any way (including, without limitation, through the names you create for your creator name or in-game content). This information could be used by other players for illegal or harmful purposes. You should also avoid giving out your own personal information. Unauthorized solicitation or posting of Personally Identifiable Information ("PII") is not allowed.
- Don't post references to materials that could harm other users' computers or would allow others to inappropriately access software or Web sites, including malware (for example, viruses, Trojan horses, worms, time bombs, cancel bots) or any other malicious software programs, degradation or denial of service attacks against Microsoft or users, hacking, identity theft, spam, or enabling the evasion or bypassing of security systems or otherwise tampering with software, servers or websites
- Don't use your account for commercial purposes (including, without limitation, trading services or in-game content for currency or Microsoft Points).
- Don't attempt to impose additional terms of use or service that violate, limit, or diminish Microsoft terms of use.
- Don't impersonate, harass, or defame Microsoft employees, moderators, or staff members.

C. Consequences of Violations.

If you violate the Code of Conduct or the Kodu Game Lab Service Agreement, action may be taken against your account, including without limitation the following:

- Some offenses warrant an immediate permanent suspension, including without limitation: hacking, fraud, severe racial remarks, depictions of nudity, repeated creation of inappropriate creator names or game content, or posting viruses or URLs to viruses.

- Repeated violations of the Code of Conduct can result in a permanent suspension of your account, or a permanent suspension of any device you are using to connect to the Service.
- If you create a creator name that has been determined to violate the Kodu Game Lab Service Agreement or Code of Conduct, you will be required to change it.

Microsoft is not obligated to send you a warning before these actions occur. If your account is suspended while participating in a tournament or competition Microsoft assumes no liability in the loss of any potential prizes or recognition related to the tournament or competition. Microsoft is not obligated to monitor every post, but we have the right to remove any post or take action against any user. Microsoft reserves the right to remove at any time, without notice, any user-created content from the Service. Microsoft reserves the right to immediately terminate or suspend a user for violations. Microsoft can contact any Internet Service Provider and provide the ISP with information on illegal activities.