



Microsoft Office 2010 Offerings

Microsoft Office 2010 is officially available to us for purchase and resale!

*we should be able to load 2010 using the 2007 COA's, tech info to come.

Microsoft Office Starter Edition	\$7
*see the info below about proper sales information.	
Microsoft Office 2010 Home and Student – License Only	\$129
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 1 Devices	
Microsoft Office 2010 Home and Student – with Media (Retail)	\$159
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 2 Devices – single owner	
Microsoft Office 2010 Home and Business – License Only	\$199
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 1 Devices	
Microsoft Office 2010 Home and Business – with Media (Retail)	\$265
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 2 Devices – single owner	
Microsoft Office 2010 Professional – License Only	\$369
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 1 Devices	
Microsoft Office 2010 Professional – with Media (Retail)	\$489
Includes: Word, Excel, Power Point and One Note	
*Allows for installation on up to 2 Devices – single owner	

Office Starter and Marketing Information for Office 2010

Please note that incorrect marketing of Office Starter 2010 may discourage your customers from purchasing a full Office suite and will also lead to customer dissatisfaction and confusion.

You can optimize your sales of full Office suites and reduce customer confusion by following the Office Starter 2010 marketing best practices and requirements described below:

- a. The emphasis of any end user advertising should never be on Office Starter 2010. While this might seem surprising at first, research shows that advertising or promoting Office Starter 2010 will distract your customers and deter them from purchasing a full Office suite.
- b. Instead of focusing your messaging on Office Starter 2010, focus it on the fact that the PC has been preloaded with Office 2010 which can be activated with the purchase of a Product Key Card or Disc.

All of the following professionally written phrases can be used to describe preloaded PCs, and have been shown to boost sales of full Office suites:

Purchase Office Product Key to activate Office 2010 preloaded on this PC.
Purchase an Office 2010 Product Key Card or disc to activate preloaded software on this PC.
This PC is optimized for Microsoft Office 2010. Purchase a Product Key Card or Disc to activate full-featured Office software preloaded on this PC.

- c. If you reference Office Starter 2010 in marketing materials, it must always be referenced by its full name Office Starter 2010 or Word Starter 2010 and Excel Starter 2010. It may not be referred to as Office or Office 2010.
- d. If you use Office Starter 2010 or Word Starter 2010 and Excel Starter 2010 in your marketing materials, you must also include the following: **This PC is preloaded with reduced-functionality versions of Word and Excel that include advertising. It does not include PowerPoint or Outlook. Purchase an Office 2010 Product Key to activate the full-featured Office software on this PC.** This message must be conspicuous and in close proximity to Office Starter 2010.
- e. You are encouraged to provide any of the following verbatim notices in Customer System technical specifications:

Office 2010 Preloaded; Purchase Key.
Office 2010 preloaded; purchase product key to activate.

- f. In order to ensure a strong customer understanding of Office Starter 2010, it is important to communicate these 4 key points about Office Starter 2010 any time it is discussed:
- i. Limited Functionality Versions of Word and Excel
 - ii. No PowerPoint or Outlook
 - iii. Includes Advertising
 - iv. Purchase Product Key to Activate Full-featured Office Software

Communicating those 4 key points will help your customers understand what Office Starter 2010 is, and will encourage them to purchase a full Office suite.

Please see the terms and conditions of the Distribution License, below.

For more information on Office 2010, please visit:

<http://oem.microsoft.com/script/contentpage.aspx?pageid=566000>

MICROSOFT OFFICE STARTER 2010 DISTRIBUTION LICENSE AGREEMENT

(Visit www.microsoft.com/oem/ for additional OEM System Builder information)

1. **Parties:** Microsoft Licensing, GP ("MLGP"), a general partnership organized under the laws of the State of Nevada, grants this license to you upon acceptance by you of this Agreement. However, if you are located in Europe, the Middle East or Africa, then this license is granted by Microsoft Ireland Operations Limited ("MIOL"), a company organized under the laws of Ireland upon acceptance by you of this Agreement. The terms "we," "our" or "Microsoft" mean either MLGP or MIOL.
2. **Definitions:**
 - a. "Customer System" means a fully assembled computer system that includes a CPU, a motherboard, a power supply, an internally mounted NAND or revolving magnetic-based hard drive, and a case. A Customer System must meet the system requirements of the Software as posted on <http://www.microsoft.com> and must be able to run the Software.
 - b. "Distribution" and "distribute" mean the point in time when a Customer System leaves your control.
 - c. Software means the Microsoft Office Starter 2010 software licensed from Microsoft for preinstallation on a Customer System.

- d. "System Builder" means an original equipment manufacturer or an assembler that sells the Customer System(s) to a third party.
3. **Authorized Distribution and Acceptance:** To distribute the Microsoft Office Starter License, you must be a System Builder and accept this license. You agree that by accepting this Agreement you accept and are bound by the terms of this Agreement. If you are not a System Builder then MS does not grant any license to you to distribute Microsoft Office Starter 2010 to end users. You may only distribute Microsoft Office Starter 2010 within your territory. For the territory in which you may distribute, see www.microsoft.com/oem/sblicense/territory.
4. **Limited License:** If you comply with the terms of this license, Microsoft grants you a limited license to distribute Microsoft Office Starter 2010 preinstalled on Customer Systems to End Users. All rights not expressly granted are reserved.
5. **Distribution:**
 - a. **Payment Due for License:** You must acquire a license and pay for each copy of Microsoft Office Starter 2010 distributed with a Customer System.
 - b. **End User Notice:** You will provide the following notice, in a clear manner, to End Users before they buy the Product (e.g., in technical specifications, advertisements, packaging and point of purchase materials): **This PC is preloaded with reduced-functionality versions of Word and Excel that include advertising. It does not include PowerPoint or Outlook. Purchase an Office 2010 Product Key to activate full-featured Office software on this PC.**
 - c. When referenced in marketing materials, Office Starter 2010 must always be referenced by its full name Office Starter 2010 or Word Starter 2010 and Excel Starter 2010. It may not be referenced by the names Office or Office 2010.
 - d. If you use Office Starter 2010 in your marketing materials, you must also include the following: **This PC is preloaded with reduced-functionality versions of Word and Excel that include advertising. It does not include PowerPoint or Outlook. Purchase an Office 2010 Product Key to activate full-featured Office software on this PC.** This message must be conspicuous and in close proximity to Office Starter 2010.
 - e. **Technical Specification Notices:** You may provide any of the following verbatim notices in Customer System technical specifications intended for resellers or distributors:

**Office 2010 Preloaded; Purchase Key.
Office 2010 preloaded; purchase product key to activate.
O10PKR.**

- f. You will not authorize your distribution channel or retail partners to refer to Office Starter 2010 in their marketing materials except as described in this licensing agreement.
 - g. **In Product Advertising:** This PC is preloaded with reduced-functionality versions of Word and Excel that include advertising. You acknowledge that the advertisements may be from Microsoft or third parties.
 - h. Microsoft reserves the right to modify the Software at its discretion, without prior notice.
 - i. **Hard Drive Recovery:** If you distribute Office Starter 2010, you must provide a hard drive based recovery solution. To do so, you must provide a backup copy of the preinstalled image of Office 2010 Single Image on the Customer Systems hard disk. You must ensure that the end user can access the Office 2010 Single Image as easily as accessing it on separate recovery media.
6. **Verifying Compliance:** You must keep complete and accurate records relating to your compliance with this distribution license for Microsoft Office Starter. You must be able to identify the unique PCs associated with the Office Starter 2010 licenses you distribute. You will provide additional information as MS may reasonably request. MS or its agents may audit such records on your premises upon 14 days written request. MS or its agents may purchase Customer Systems for inspection and testing to verify your compliance with this distribution license, the system builder license and the OPK.
7. **Term.** You may distribute the Microsoft Office Starter 2010 License only until one year after the end of life date for Microsoft Office 2010 or standalone application software Product Key Cards, as published on www.microsoft.com/oem/distributor/end_of_life.mspx.
8. **End User License Terms:** The end user license terms (License Terms) are presented to the end user when the end user launches the Software. Under the License Terms, you are the licensor. However, if the end user chooses to accept updates from MS or use certain features of the Product, MS may present new License Terms to the end user that indicates MS as the new licensor. If the end user accepts the new License Terms, you are no longer responsible for this Product. If the end user does not accept the new License Terms, they will not be eligible for continued updates from MS, and you will continue to be responsible as the licensor of the Product.

9. **End User Support:** For Microsoft Office Starter 2010, under the License Terms, you are the licensor and are responsible for providing end user support.
10. **Notices MS Sends to You; Consent Regarding Electronic Information:** This contract is in electronic form. MS has the right to send you certain additional information in connection with the Microsoft Office Starter 2010 license. There may be other information that the law requires MS to send you. MS may send you this information in electronic form. You have the right to withdraw this consent, by following directions to opt out provided in the electronic notice sent to you.
- MS may provide required information to you:**
- **by e-mail at the e-mail address you provided to MS;**
 - **by access to a Microsoft web site that will be designated in an e-mail notice sent to you at the time the information is available; or**
 - **by access to a Microsoft web site that will be generally designated in advance for this purpose.**

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail.

11. **Disclaimer of All Warranties:** The Software is licensed to you "as-is." You bear the risk of using and distributing the Software. Unless required by applicable law, Microsoft gives no express warranties, guarantees or conditions. To the extent permitted under applicable laws, Microsoft excludes the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.
12. **Limitation of Liability:** Your and our total liability for direct damages under this license is limited to 100% of the amount that you actually paid for the Microsoft Office Starter 2010 license. Microsoft disclaims all liability for lost profits, indirect, consequential, incidental, economic, special or punitive damages. The limitations in this section apply to the Software, and claims for breach of contract, breach of warranty or condition, strict liability or negligence or other tort. The limitations also apply even if you are not fully compensated for any losses, or Microsoft knew or should have known about the possibility of damages. You also release Microsoft from all liability in excess of the limits in this provision. This release includes any claim for indemnification or contribution even if such claims arise under local law. The limitations in this section do not apply to your violation of Microsoft intellectual property rights.
13. **Export Restrictions:** The Microsoft Office Starter 2010 License is subject to U.S. and international export laws and regulations. You must comply with all domestic and international export laws and regulations that apply. These laws include restrictions on destinations, end users and end use. See www.microsoft.com/exporting for more information.

14. **Anti-Piracy:** You must not engage in the distribution of pirated software. If you suspect any infringement of Microsoft intellectual property, you must report it to Microsoft as soon as possible. You must also cooperate with the investigation.
15. **Compensation:** Unless otherwise authorized by Microsoft, you will not advertise, give a separate price for, or otherwise market or distribute the Software as separate from a Customer System.
16. **Taxes and Other Charges Excluded:** You are responsible for any taxes, duties, fees, excises or tariffs imposed on any of your activities in connection with this license. You must pay these charges, taxes and other fees.
17. **Severability:** If a court of competent jurisdiction finds any provision of this license to be illegal, invalid or unenforceable, the remaining terms will remain in full force and effect.
18. **Governing Law:** If MLGP grants this license to you (see section 1 above), this license is governed by the laws of the State of Washington, U.S.A. If MIOL grants this license to you, this license is governed by the laws of Ireland.
19. **UN Convention:** The United Nations Convention on Contracts for the International Sale of Goods does not apply to this license.
20. **Non-exclusivity:** Nothing in this license restricts you from supporting, promoting, distributing, or using non-Microsoft software.
21. **Assignment.** Microsoft may assign this license to an affiliated company at any time.
22. **Technology Transfer:** This license does not create a technology transfer agreement, as defined by applicable law because (a) the technology (including any software) made available under this license is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. You will not hold yourself out as our technology recipient and will not attempt to identify us as a technology provider under this license.
23. **Privacy Policy:** You may find the Microsoft privacy policy at <http://privacy.microsoft.com>.
24. **Anti-Corruption and Anti-Money Laundering Policy:** Microsoft and you are committed to observing the standards of conduct set forth in the anti-corruption and antimoney-laundering laws of the countries/regions in which they operate. Microsoft and you agree to the following policy.
 1. **Compliance with Anti-Corruption Laws:** Microsoft and you will comply with all applicable anti-corruption laws, including the United

States Foreign Corrupt Practices Act (FCPA). No representative of Microsoft or you shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, or public international organization, or any candidate for political office, to (1) improperly influence any act or decision of such official, employee, or candidate for the purpose of promoting the business interests of the other party in any respect, or (2) otherwise improperly promote the business interests of the other party in any respect.

2. **AntiMoney Laundering:** No Microsoft representative shall use its relationship with you to attempt to disguise the sources of illegally obtained funds. No representative of you shall use its relationship with Microsoft to attempt to disguise the sources of illegally obtained funds.