Microsoft Fabric Assets License Agreement

This agreement is between you and/or the entity you represent ("Developer") and Microsoft Corporation ("Microsoft"), and governs your use of the Fabric Assets (defined below), (the "Agreement"). The Agreement and the license granted herein are subject to and conditional upon your compliance with these terms and the Microsoft Developer Agreement and the Microsoft Lifecycle Policy (as amended from time to time).

By downloading the Fabric Assets (defined below) from the Content Delivery Network, you represent and warrant to Microsoft that you have the authority to accept this Agreement on behalf of yourself, a company, and/or other entity, as applicable.

Fabric Assets License and Guidelines

1. License Grant. Microsoft grants to Developer, a non-exclusive, revocable, worldwide, non-assignable, non-transferable, royalty-free license to use the Fabric Assets (defined below) or a subset of them (e.g. the 'Toolkit') exclusively for the following purposes:

    a. In connection with the use of a Microsoft API within the development of a software application, website, or product you create or a service you offer designed to provide access or interact with a Microsoft service or application ("Application")
    b. To illustrate that Application integrates with one or more Microsoft products and services.

2. "Fabric Assets" means

    a. Segoe font
    b. Microsoft Office icons
    c. Microsoft Fabric icons

3. Microsoft Trademark & Brand Guidelines and the Fabric Visual Guidelines. Developer shall always comply with the specifications, standards and directions relating to the use of Microsoft's trademarks and brands set out in:

    a. Microsoft Trademark & Brand Guidelines (as amended from time to time); and
    b. Fabric Visual Guidelines (as amended from time to time) at Annex 1 (below).

4. Ownership of and Rights to the Fabric Assets. Developer acknowledges that Microsoft and its affiliates are the sole owners of the Fabric Assets, and all associated goodwill, and that
    a. Microsoft and its affiliates retain all right, title, and interest in and to the Fabric Assets. Developer will not use the Fabric Assets in any manner that will diminish or otherwise damage Microsoft's goodwill in the Fabric Assets. Any goodwill derived from the use by Developer of the Fabric Assets shall accrue to Microsoft. Microsoft may, at any time, call for a document confirming the assignment of that goodwill and Developer shall immediately execute it. Developer agrees to rectify any specified misuses of the Fabric Assets promptly upon receiving written notice (including e-mail) from Microsoft.

5. Quality Control. Developer may use the Fabric Assets solely in connection with Application(s) that:
    a. meets all terms of this Agreement;
    b. complies with any technical specifications provided by Microsoft;

c. passes all tests that Microsoft may require relating to the quality, performance or compatibility of Application;

d. meets or exceeds standards of quality and performance generally accepted in the industry;

e. meets or exceeds the quality and performance of Applications distributed by Developer before the date of this License; and

f. complies with all applicable laws, rules, and regulations (collectively, the "Quality Standards").

g. Developer will cooperate with Microsoft to enable Microsoft to review Developer's use of the Fabric Assets and ensure that Application complies with the Quality Standards. Developer will promptly correct any improper use of the Fabric Assets and any Application that does not comply with the Quality Standards upon reasonable notice from Microsoft. If Developer does not comply with the Quality Standards upon reasonable notice from Microsoft, Microsoft may immediately terminate the license.

6. Reservation of Rights & Termination. Microsoft reserves all rights not expressly granted herein. Microsoft may, in its sole discretion, terminate this Agreement at any time with immediate effect by giving written notice (including e-mail) to Developer and Microsoft shall not be liable to Developer for damages of any sort resulting from its decision to terminate this Agreement.

7. Representations and Warranties. Microsoft gives no warranty and makes no representation in or pursuant to this Agreement that the use of the Fabric Assets does not or will not infringe the rights of others.

Miscellaneous

1. Jurisdiction/Choice of Law. The Agreement will be governed by the laws of the State of Washington, and the parties agree to the exclusive jurisdiction and venue in the federal courts sitting in King County, Washington. If there is no federal subject matter jurisdiction, the parties agree to the exclusive jurisdiction and venue in the Superior Court of King County, Washington.

2. Attorneys' fees. If either Microsoft or Developer employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.

3. Entire agreement. This Agreement is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter.

4. Variation. Microsoft may at its discretion vary the terms of this Agreement at any time without notice.

Annex 1 – Fabric Visual Guidelines

Permissible uses of Fabric Assets include:

1. Office app icons: Many of the Office apps have new icons, and the rest will be updating over time. These new icons should replace any old ones, as soon as they become available. Since these new

icons have multiple colors, we're also including monochromatic versions of them in positive and negative form (see below).

| Full-color, positive | Monochromatic, positive | Monochromatic, negative |

Office app icons may be used as follows:

a. The full-color, positive version of the app icon on a background with sufficient contrast is always preferred, unless the context is using other, monochromatic, monoline, or reversed out icons, in which case you should use the monochromatic version in positive or negative form, to match the context.

b. The icons should be used primarily to link to or launch an app experience.

c. In instances where there is a lineup of products that are indicated with logos or icons, but they are not clickable, the icons may be used, with the full product name labeled in body copy below or alongside it, as in the example below.
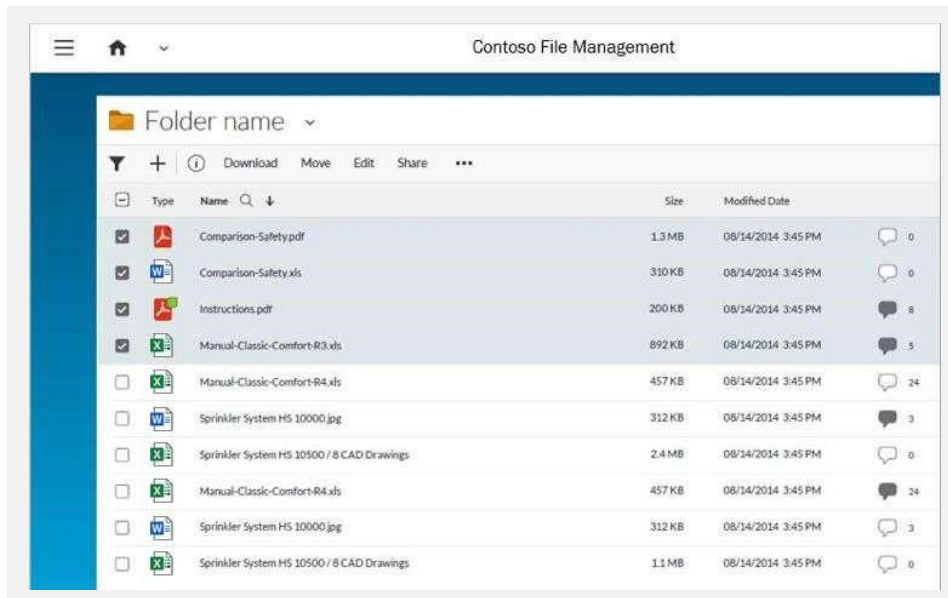

Microsoft SharePoint

d. When you want to present an Office Application as a logo, in a lineup of other logos to demonstrate your integration with various products, you should simply write the full product name in Segoe Semibold in its primary app color. For example:

Microsoft SharePoint

2. In product experiences where file type icons are used to represent and/or launch Office files or Office app icons are used to launch Office apps.

Contoso File Management

Folder name ⌄

▼ + ⓘ Download Move Edit Share •••

|	Type	Name 🔍 ↓	Size	Modified Date	
☑	📕	Comparison-Safety.pdf	1.3 MB	08/14/2014 3:45 PM	💬 0
☑	📘	Comparison-Safety.xls	310 KB	08/14/2014 3:45 PM	💬 0
☑	📕	Instructions.pdf	200 KB	08/14/2014 3:45 PM	💬 8
☑	📗	Manual-Classic-Comfort-R3.xls	892 KB	08/14/2014 3:45 PM	💬 5
☐	📗	Manual-Classic-Comfort-R4.xls	457 KB	08/14/2014 3:45 PM	💬 24
☐	📘	Sprinkler System HS 10000.jpg	312 KB	08/14/2014 3:45 PM	💬 3
☐	📗	Sprinkler System HS 10500 / 8 CAD Drawings	2.4 MB	08/14/2014 3:45 PM	💬 0
☐	📗	Manual-Classic-Comfort-R4.xls	457 KB	08/14/2014 3:45 PM	💬 24
☐	📘	Sprinkler System HS 10000.jpg	312 KB	08/14/2014 3:45 PM	💬 3
☐	📗	Sprinkler System HS 10500 / 8 CAD Drawings	1.1 MB	08/14/2014 3:45 PM	💬 0

Non-permissible uses of Fabric Assets include:

1. Using Fabric Assets in any way that is contrary to the Microsoft Trademark and Brand Guidelines as amended from time to time

2. Using the Fabric Assets as branded elements in your marketing communications, i.e. in the name of your business, product, service, app, domain name, social media account, or other offering

3. Using the Fabric assets to represent your offerings and experiences - even those that are integrated with Microsoft products and services
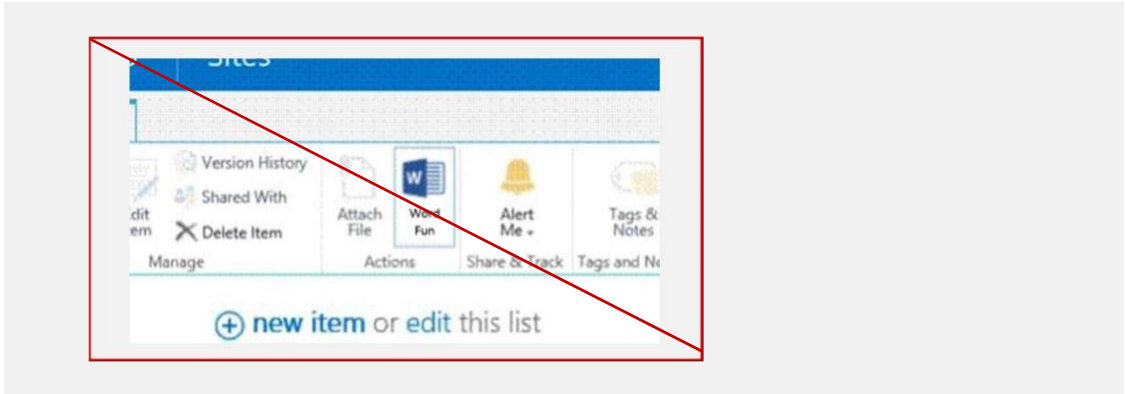
4. Using outdated Microsoft trademarks, brands, icons, symbols or any other business indicators other than the Fabric Assets
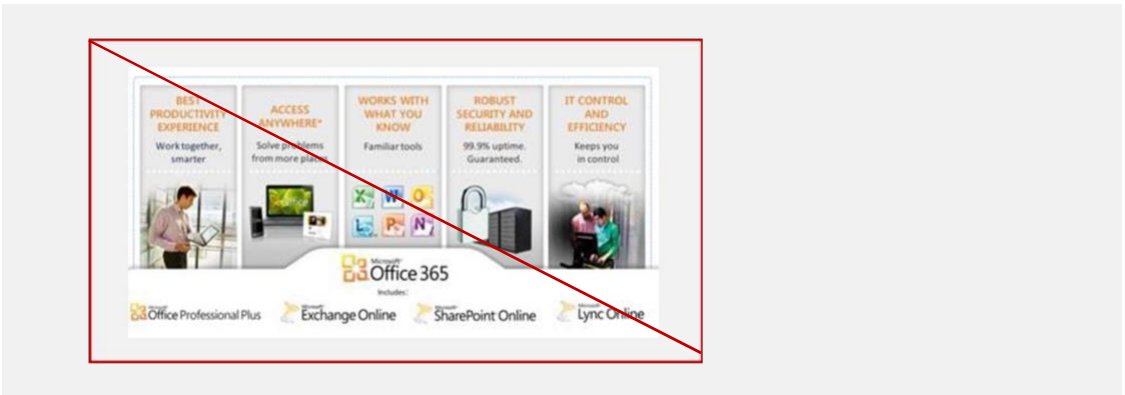

5. Using Microsoft trademarks, brands, icons, symbols or any other business indicators licensed under this agreement more prominently than your product or service name
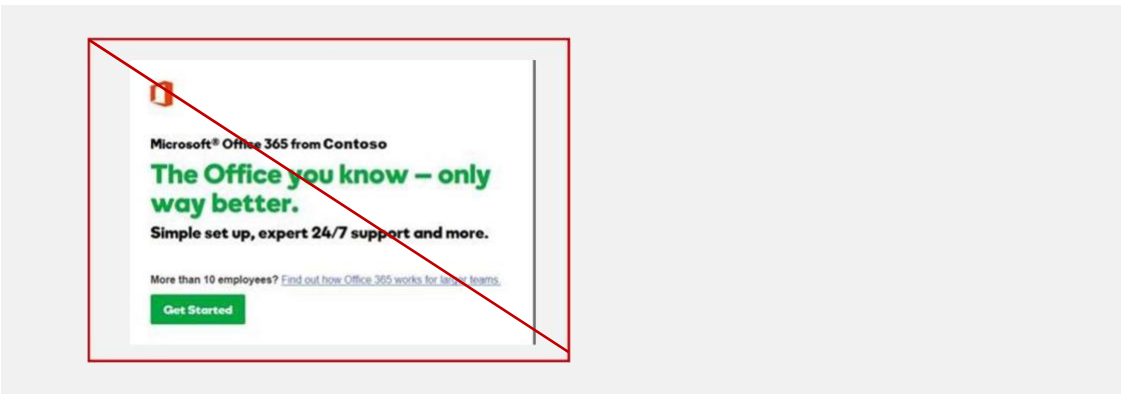
6. Using the Fabric Assets on or in relation to items of merchandise, whether sold or distributed at no cost (e.g. t-shirts, travel mugs, etc.)
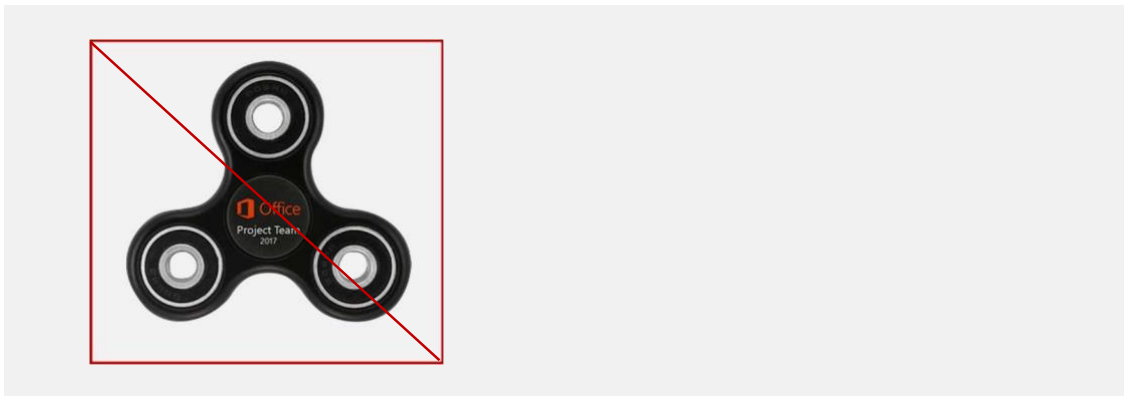
7. Using the Fabric Assets in a way that implies affiliation with, or sponsorship, endorsement or approval by Microsoft, or in any way that would cause confusion about whether your Application is a Microsoft product or service
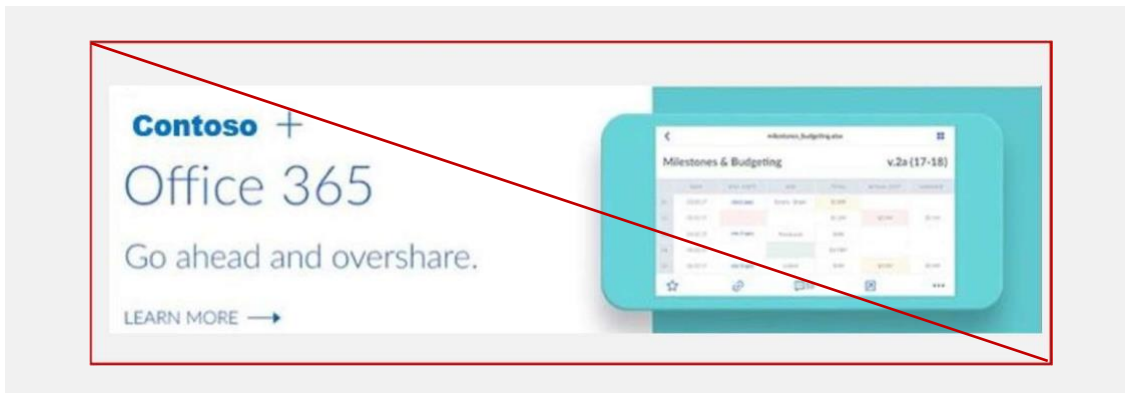
8. Altering, animating, or distorting the Fabric Assets or combining them with any other symbols, words, images or designs, or incorporating them into a tagline or slogan

9. As logos – defined as the icon with the name locked up horizontally with it in the same color font or the name or icon in a branded or decorative position (i.e. a corner).

10. In a sentence
11. In any way that is not covered in this document