



Reducing Software License Costs

Microsoft Corporation
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Redmond, WA 98052-6399
USA

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Dear Brad Smith,

We are calling on you today to change your standard software license terms in order to prevent the 'open-sourcing' of private and sensitive content, shared daily by your millions of users.

Under Microsoft Services Agreement the following is imposed on users by virtue of Section 2:

'When you share Your Content with other people, you expressly agree that anyone you've shared Your Content with may, for free and worldwide, use, save, record, reproduce, broadcast, transmit, share, display, communicate ... Your Content'.

'Your Content' is defined widely to include all postings, files, photos, documents, audio, digital works, livestreams and videos *'that you upload, store, broadcast or share through the Services'*

The Services cover 127 of your key product lines including Outlook, OneDrive, Office 365 and many others habitually used by individuals and businesses on a daily basis.

The impact of the provision imposed by you is that:

- Copyright controls are abrogated: the Microsoft terms mean that creators give worldwide permissions to anyone who accesses confidential or private company documents using, for instance, Office365;
- Email to one person could be then lawfully retransmitted to the world: anything delivered via Outlook is, it seems, automatically available for any use, and onward sharing, by recipients;
- Skype calls could be surreptitiously recorded and then re-broadcast: the terms permit recordings to be made by any participant in Skype calls - and then these shared with anyone;
- Draft (and sensitive) commercial information shared in teams could be passed on by any one participant: data and content might have been shared confidentially via Office365, OneDrive or Outlook but this confidentiality is overridden by the Microsoft terms;
- Members of private groups set up within Teams can each, individually, without the knowledge of the others, share and distribute all content shared there, however sensitive.

Clearly this imposed license – effectively rendering all material open-source – means that copyright controls, confidentiality restrictions and data privacy limitations are all seemingly being subverted and rendered nugatory.

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Although we note that the terms declare they refer to Microsoft's consumer products, a number of the product lines are explicitly for business - and indeed the sign-up terms for certain business products e.g. Microsoft Teams also import the same terms. This then is a significant issue both for business and for private individuals.

Please confirm therefore that in your next iteration of Microsoft Service Terms the relevant provision will be excised, and that any user of your multiple product lines can then choose how to protect and/or license their own materials going forward.

Yours sincerely,

Robin Fry

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