

# Pax8 Workplace

## End User License Agreement

This License Agreement (“Agreement”) sets forth the terms and conditions that govern your access to and use of the Services as defined below. This Agreement is between Pax8, Inc. (“Pax8,” “we,” “us,” or “our”) and you or the entity you represent and all of the End Users using the Services through your account (“you”).

By accepting this Agreement, either by clicking a box indicating your acceptance or by accessing the Services, you agree to be legally bound by the terms and conditions of this Agreement and the Pax8 Privacy Policy. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity.

### 1. Definitions

“Content” means software, data, text, audio, video, images or other media.

“End User” means any individual or entity that directly or indirectly through another user accesses the Services under your account.

“Pax8 Command Console” means the online platform developed by Pax8 for ordering, provisioning, and billing cloud-based subscription products and services.

“Pax8 Partner” means an entity appointed, by separate agreement with Pax8, as an independent, non-exclusive authorized reseller of the Services and other cloud-based subscription products provided by Pax8.

“Services” means Pax8 Cloud Workplace, a suite of cloud services provided by Pax8, including cloud desktops, cloud servers, and hosted applications, in addition to any software provided as part of the offering, and any associated professional services provided by Pax8.

“Suggestions” means all suggested improvements to the Services that you provide to us.

“Your Content” means Content you or any End User run on the Services, upload to the Services, or otherwise transfer, process, use or store in connection with the Services.

### 2. Use of the Services

2.1 Generally. You may only use the Services to store, retrieve, query, serve and execute content that is owned, licensed or lawfully obtained by you. You agree not to use the Services for any illegal or harmful activities. You also agree not to access or use the Services in any manner that could damage, disable, overburden, or impair them, or interfere with any network functions. You will not attempt to gain unauthorized access to any servers, accounts, computer systems, or networks that are not associated with your account.

2.2 Third Party Software. As part of the Services, you may be allowed to use certain software provided by Pax8 or third party licensors. This software is neither sold nor distributed to you and you

may use it solely as part of the Services. You will not transfer it outside the Services without specific authorization to do so.

The Services may enable you to install, have installed by Pax8, and/or run third party software. You acknowledge and agree that you have the right to install and use any of Your Content that you install or provide to Pax8 for installation on the Services, including without limitation, software. Pax8 reserves the right to disable the use of Content that is not licensed for use on the Services or to immediately terminate your account if it determines that you are using Content that is not properly licensed.

*Microsoft.* To the extent that you install, have installed, and/or run any Microsoft software, (a) Microsoft shall be an intended third party beneficiary of this Agreement, with the right to enforce provisions of this Agreement and to verify your compliance, and (b) you agree to be bound by the Microsoft license agreement attached hereto as Exhibit A.

2.3 Other Hardware and Software. You are responsible for supporting any hardware or software that is not contained in the Pax8 Workplace environment. This includes any hardware or software that is installed and running at Your or the End User location. Examples include Internet/network connections, local Microsoft Office installations, and virus/spyware removal applications on local hardware.

#### 2.4 Your Content.

(a) You are solely responsible for the development, content, operation, maintenance and use of Your Content, including compliance with all applicable policies, rules, regulations and laws.

(b) Your data is at all times owned by you and available for copy to you during the term of this Agreement. You can request that any or all of your data be copied from your Pax8 Workplace. Contact [support@pax8.com](mailto:support@pax8.com) to request copies. You are responsible for providing portable hardware for copying the data and any associated shipping costs. A data copy charge will apply at current rates.

(c) You will provide information or other materials related to Your Content as reasonably requested by us to verify your compliance with this Agreement. You will not block or interfere with our monitoring. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any End User materials that you control.

(d) If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates this Agreement (“Prohibited Content”), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove the Prohibited Content within two business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove content without prior notice, we will provide prompt notice to you unless prohibited by law.

2.5 No High Risk Use. The Services are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You agree not to use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Pax8 and its licensors from any third-party claim arising out of any End Users' use of the Services in connection with any High Risk Use.

### **3. Changes.**

3.1 To the Services. We may change or discontinue any of the Services (including the Services as a whole) or change or remove features or functionality of the Services from time to time. We will use commercially reasonable efforts to notify you of any material change to or discontinuation of the Services.

3.2 To the Agreement. Pax8 may change any aspect of this Agreement at any time, effective immediately upon posting such changes.

The most current version of this Agreement is available at: [www.pax8.com/terms](http://www.pax8.com/terms).

### **4. Security and Data Privacy.**

4.1 Security. Without limiting Section 10 or your obligations under Section 4.2 and 4.3, Pax8 will use commercially reasonable efforts to implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access, or disclosure.

4.2 Passwords and Encryption Keys. You are responsible for securely storing, managing and deploying when required any encryption keys or passwords that are generated to protect Your Content. If You lose the encryption keys or passwords, Pax8 may be unable to assist in data restoration.

4.3 Other Security and Backup. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of Your Content. You are responsible for ensuring the security and confidentiality of your account credentials.

**5. Billing; Pricing; Payments.** You agree to pay current subscription fees for the Services you order, plus any applicable non-recurring charges. You agree that you will be charged the automatically renewing monthly or annual subscription fees unless you cancel your subscription. This authorization will remain in effect until you cancel your subscription, and you agree to notify Pax8 in writing of any changes in your account information at least 15 days prior to the next billing date. You agree that you will not dispute these scheduled transactions with your bank or credit card company, so long as the transactions correspond to the subscription fees for the Services you order.

If you license the Services through a Pax8 Partner, billing and pricing terms are governed by the terms of your agreement with the Pax8 Partner. If you license the Services directly from Pax8, you agree to pay

Pax8 the applicable fees, as set forth in the Pax8 Command Console. Subscription, billing and payment terms are governed by the Pax8 Master Service Agreement, available at: [www.pax8.com/msa](http://www.pax8.com/msa).

You agree that the amount of data that will be stored in the Pax8 Workplace environment will be expanded as needed to operate defined servers and files. Additional storage will be charged at the current storage rate by the gigabyte (GB). You will be notified of the overage and will have five (5) business days to reduce your data usage before being charged.

**6. Taxes.** All fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including without limitation, sales, use and value-added taxes) (collectively, "Taxes"). You are ultimately responsible for payment of all Taxes and any related interest and/or penalties resulting from any payment of fees hereunder, other than any Taxes based on Pax8's net income. If you license the Services through a Pax8 Partner, that Pax8 Partner is responsible for the collection and payment of all such Taxes. If you license the Services directly from Pax8, you acknowledge and agree that Pax8 will not collect taxes unless otherwise required by law, and you agree to remit any and all Taxes due pursuant to applicable law.

## **7. Temporary Suspension**

7.1 Generally. We may suspend your right to access or use any portion or all of the Services immediately upon notice to you if we determine:

(a) your use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the systems or Content of any other end user, (iii) may subject Pax8, its affiliates, or any third party to liability, or (iv) may be fraudulent;

(b) you are in breach of this Agreement;

(c) you are delinquent on your payment obligations for the Services; or

(d) you have ceased operations, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

7.2 Effect of Suspension. If we suspend your right to access or use any portion of the Services:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension; and

(b) you remain responsible for any applicable fees and charges for any Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension.

Our right to suspend your right to access or use the Services is in addition to our right to terminate this Agreement pursuant to Section 8. We may terminate this Agreement at any time if we determine that grounds for suspension exist pursuant to Section 7.1.

## **8. Term; Termination**

8.1 Term. The term of this Agreement commences on the date you accept it by accessing the Services and continues until your subscription has been terminated. The Service is a monthly or annual subscription service that automatically renews unless cancelled.

8.2 Termination for Convenience. You may terminate this Agreement at any time by cancelling your subscription for the Services; provided, however, that all fees paid are nonrefundable. If you cancel before the expiration of the subscription term, you will not receive a refund of the subscription fees or any prorated portion thereof. Pax8 may terminate this Agreement without cause by providing you 30 days' notice.

### 8.3 Termination for Cause.

(a) By Either Party. Either party may terminate this Agreement for cause upon 30 days' advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

(b) By Pax8. Pax8 may also terminate this Agreement immediately upon notice to you (i) for cause, if any act or omission by you results in a suspension described in Section 7.1, (ii) if our relationship with a third party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (iii) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (iv) in order to comply with the law or requests of governmental entities, or (v) if we determine use of the Services by you or our provision of any of the Services to you has become impractical or unfeasible for any reason.

8.4 Effect of Termination. Upon termination of this Agreement, Pax8 has no obligation to retain your data and may permanently delete it. You release Pax8 from any liability for deleting your data upon cancellation or termination. You remain responsible for all fees and charges you have incurred through the date of termination. Rights and obligations that are of a continuing nature shall survive, including without limitation, obligations related to proprietary information, indemnification, and limitation of liability.

## **9. Proprietary Rights**

9.1 Your Content. As between you and Pax8, you or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section, we obtain no rights under this

Agreement from you or your licensors to Your Content, including any related intellectual property rights. Notwithstanding the foregoing, you consent to Pax8's use of Your Content to provide the Services to you and any End Users. Pax8 may disclose Your Content to provide the Services to you or any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

9.2 Adequate Rights. You represent and warrant to Pax8 that: (a) you or your licensors own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, your or other End Users' use of Your Content, or your use of the Services will violate this Agreement.

9.3 Services License. As between you and Pax8, Pax8 or its affiliates or licensors own and reserve all right, title, and interest in and to the Services. Pax8 grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement during the Term. Except as provided in this Section 9.3, you obtain no rights under this Agreement from Pax8 or its licensors to the Services, including any related intellectual property rights.

9.4 Separate Licenses. Certain software components of the Services may be provided to you under a separate license. In the event any separate license is more restrictive, or there is a conflict between this Agreement and any separate license, the separate license controls with respect to your right to access and use the applicable component of the Services.

9.5 License Restrictions. You agree not to use the Services in any manner or for any purpose other than those expressly permitted by this Agreement. You will not, and will not attempt to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any portion or component of the Services, (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Services. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any of the Services.

9.6 Trademarks. No rights or licenses are granted by this Agreement, expressly or by implication, to use any Pax8 or third party trademarks or trade names, or any similar name or mark.

9.7 Suggestions. If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

**10. Disclaimers.** THE SERVICES ARE PROVIDED “AS IS.” WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW OR AS OTHERWISE SET FORTH HEREIN, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**11. Indemnification**

11.1 General. You will defend, indemnify, and hold harmless Pax8, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) your use of the Services; (b) breach of this Agreement or violation of applicable law by you; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys’ fees, as well as our employees’ and contractors’ time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

11.2 Process. We will promptly notify you of any claim subject to Section 11.1, but our failure to promptly notify you will only affect your obligations under Section 11.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your choice with our written consent; and (b) settle any claim as you deem appropriate; provided that you obtain our written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

**12. Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (a) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU

IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (d) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWO (2) MONTHS PRECEDING THE CLAIM.

### **13. Miscellaneous.**

13.1 Force Majeure. We and our affiliates shall not be liable for any breach of this Agreement caused by matters beyond our reasonable control, including without limitation, acts of God, fire, lightning, explosion, war, disorder, flood, weather of exceptional severity, terrorist attacks, or acts of Government or other authorities or regulatory bodies.

13.2 Jurisdiction; Governing Law. Jurisdiction and venue for any legal dispute arising from this Agreement will be the Colorado state courts located in El Paso County, Colorado, or the United States Federal Court for the District of Colorado. State law issues concerning the construction, interpretation, and performance of these terms and conditions shall be governed by the substantive laws of the State of Colorado without reference to its choice of law rules.

13.3 Attorney and Expert Fees. The prevailing party in any litigation or arbitration arising out of this Agreement will be entitled to recover its reasonable attorney and expert fees, costs and related expenses.

#### 13.4 Notices.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Pax8 Command Console; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Pax8 Command Console will be effective upon posting, and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current and to review the Pax8 Command Console regularly. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. All notices and communications pursuant to this Agreement must be in writing and in the English language and must be delivered: (i) by electronic mail to [legal@pax8.com](mailto:legal@pax8.com); (ii) in person; (iii) by a nationally recognized next day courier service; or (iv) by first class registered or certified mail, postage prepaid. Our current address is: Pax8, Inc., 10375 Park Meadows Drive, Suite 155, Lone Tree, CO 80124.

13.5 No Waivers. Our failure to enforce any term of this Agreement will neither constitute a waiver of that term, nor limit our right to insist on strict adherence to that term or any other term. Any waiver must be in writing.

13.6 Severability. If any portion of this Agreement is held to be or becomes invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable provisions shall be modified to the minimum extent necessary to best accomplish the original objectives of the provision within the limits of applicable law.



13.7 Enforcement. Pax8 reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Pax8 has the right, without liability to you, to disclose any account information to law enforcement authorities, government officials, and/or a third party, as Pax8 believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including without limitation, Pax8's right to cooperate with any legal process relating to your use of the Services, and/or a third party claim that your use of the Services is unlawful and/or infringes such third party's rights).

Exhibit A

Microsoft End User License Terms

## END USER LICENSE TERMS

### TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided by Pax8 (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

#### 1. DEFINITIONS.

"Client Software" means software that is installed on a Device that allows the Device to access or utilize the Products.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

"End User" means an individual or legal entity that obtains Software Services directly from Customer, or indirectly through a Software Services Reseller.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

"Software Services" means services that Customer provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Customer must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Customer receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.

2. **OWNERSHIP OF PRODUCTS.** The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your agreement with Customer and the terms under this document, and only in connection with the Software Services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.
4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, INSTALL AND/OR DISTRIBUTE ANY CLIENT SOFTWARE AND/OR REDISTRIBUTION SOFTWARE.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Customer.

5. **COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Customer.

8. **TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Customer.

9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Customer and not by Microsoft, its affiliates or subsidiaries.

10. **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Customer or a third party on Customer's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.

11. **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

12. **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as



well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

- 13. LIABILITY FOR BREACH.** In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- 14. INFORMATION DISCLOSURE.** You must permit Customer to disclose any information requested by Microsoft under the Customer's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Customer, with the right to enforce provisions of your agreement with Customer and to verify your compliance.