

End User License Addendum

Terms and Conditions Regarding Use of Microsoft Software

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BY USING THE PRODUCTS, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE PRODUCTS.

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"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

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

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with server software.

"Software Services" means a service provided to you by Services Provider that make available, display, run, access, or otherwise interact directly or indirectly with the Products. 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.

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9. No Warranties, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND

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12. EXPORT RESTRICTIONS. The Products are subject to U.S. export jurisdiction. You 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.

13. LIABILITY FOR BREACH. In addition to any liability you may have to Services Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. DISCLOSURE OF INFORMATION. Your confidential information disclosed to Services Provider shall be treated as Services Provider's confidential information; however, Services Provider may need to disclose it according to the following:

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(ii) Verifying compliance: In the event Microsoft needs to verify licensing compliance, Services Provider may be required to disclose your name and address to an independent auditor, subject to applicable confidentiality obligations. By your participation, you consent to such disclosure.