



HOSTED EMAIL SERVICE LEVEL AGREEMENT

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This Hosted Email Service Level Agreement (“SLA”) is incorporated into the Quote executed by C Spire Business and Customer for Hosted Email Services and sets forth the specific terms and conditions under which C Spire Business shall supply the Hosted Email Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

TERMINOLOGY

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Email – The worldwide system of sending Email messages to people across the Internet.
- Email Archiving – The act of preserving and making searchable all email to/from an individual.
- Hosted – Services where C Spire Business or another party provides the infrastructure (hardware, power, cooling, and connectivity). The customer has full access to manage the environment and is responsible for maintaining every aspect of the environment.
- Malware – Software designed to interfere with a computer’s normal functioning.
- Phishing – A scam by which an email user is duped into revealing personal or confidential information which the scammer can use illicitly.
- PST – The Personal Folders File, which is the format used by Microsoft Outlook to store data locally.
- SPAM – Email that is not wanted; email that is sent to large numbers of people and that consists mostly of advertising.
- Spoofing – Tricking or deceiving computer systems or other computer users. This is typically done by hiding one’s identity or faking the identity of another user on the Internet. Email spoofing involves sending messages from a bogus email address or faking the email address of another user.

SERVICE DESCRIPTION

C Spire Business offers a variety of reliable email solutions designed to fit your unique business needs, including the Office 365 suite, hosted exchange, email filtering, archiving, and encryption.

SERVICE OFFERINGS

OFFICE 365

Office 365 will allow users to work with email and MS Office applications from anywhere on any device. C Spire Business will provide customers with Hosted Exchange through Office 365 so that they can access their Exchange environment from any internet connection.

Office 365 Options

See Microsoft’s product descriptions for Office 365 options at [Microsoft.com](https://www.microsoft.com).

Office 365 Availability Dependencies

The availability of Office 365 Service is dependent on the following:

- Service can be provisioned and used over the Internet.

Office 365 Service Level Metric

For Office 365 Customers, Microsoft's SLA applies.

C Spire Business will use commercially reasonable efforts to assist Customer through Customer's authorized contact(s) with resolving issues related to Office 365. Only Customer's authorized account contact(s) may request technical support.

C Spire Business will provide support for Microsoft/Office 365 services at the following Tiers:

BASIC SUPPORT (INCLUDED)

- Initial tenant account creation and DNS configuration
- User Adds/Removes and Password Resets
- License Assignment/Changes
- Billing Change Requests
- Tier 1 Troubleshooting

EXPANDED SUPPORT & MANAGEMENT

Requires additional Management Fee as quoted by C Spire Business.

C Spire Business's Expanded Support Tier requires Office 365 Management, which is a flat-rate monthly fee determined by C Spire Business. C Spire Business reserves the right to re-evaluate the Management Fee annually, and to adjust the fee. C Spire Business Expanded support requires Multi-Factor Authentication for all users.

- Basic Support Plus:
 - Basic Exchange Configuration and Management
 - As defined by C Spire Business
 - Basic EntraID/Azure AD Configuration and Management
 - As defined by C Spire Business
 - Logs and Message Tracing
 - Tier 2 and Tier 3 Troubleshooting by C Spire Engineering
 - Other functions as C Spire Business deems appropriate.

In addition to the above support Tiers, C Spire Business may provide additional services through a Scoped Project or via C Spire's standard hourly rates:

SCOPED PROJECT AND HOURLY RATES

- SharePoint Configuration, Management, and Projects
- Power Automate Configuration, Management, and Projects
- Intune Configuration, Management, and Projects
- Teams Calling/MS Phone System Configuration, Management, and Projects
- Advanced EntraID/Azure AD Configuration, Management, and Projects
- Advanced Exchange Configuration and Management, and Projects
- MFA Projects
- Other functions as C Spire Business deems appropriate.

C Spire Business' technical support response time depends on the complexity of the inquiry and support request volume. For more information visit the C Spire Business technical support page. C Spire Business' obligation to provide technical support does not apply to any service-impacting events related to Office 365.

C Spire Business reserves the right to redirect or escalate support requests to Microsoft in its sole and absolute discretion. C Spire Business does not guarantee compatibility of Office 365 with any specific configuration of hardware or software.

C Spire Business encourages Customer to discuss any technical and compatibility issues with C Spire Business' technical support personnel.

SERVICE DISRUPTION

For Office 365 Customers, Microsoft's availability SLA and Service Restoration guidelines apply.

CYBER SECURITY AND BREACHES

C Spire requires the use of Multi-Factor Authentication for all users of the service.

In the case of service disruption or a cyber security event, C Spire's investigation and response is limited to Service Restoration of provided services. C Spire will revoke and reset user access and credentials.

C Spire is not responsible for preserving forensic artifacts in the course of such investigation and response, and C Spire expressly disclaims all related liability. C Spire Business does not provide or perform (a) identification, collection, examination, and analysis of data for purposes other than restoration of Services ("Digital Forensic Services") or (b) containment and recovery from an incident outside of the work necessary to restore Services ("Incident Response Services"). As such, and notwithstanding anything to the contrary, Digital Forensic Services and Incident Response Services are specifically excluded from Microsoft or Office 365 licensing and any support or management services purchased by Customer. Incident Remediation is not a service included through any of C Spire Business's management or support frameworks.

Any incident remediation provided by C Spire Business will be scoped through a Statement of Work with associated pricing, through Professional Services block hours, or billed through Time, Travel, and Materials at standard market rates.

OFFICE 365 LIMITATIONS

- Microsoft service limitations apply.
- C Spire Business does not provide management for this service unless the customer has additionally purchased the C Spire Office 365 Management service as outlined in the Office 365 Service Level Metric above. Customers can purchase End User Support for management or support of Office 365 for end users.
- Microsoft frequently releases new product options and refreshes existing options; therefore, C Spire Business cannot guarantee the ability to support all new product options, continued availability of any product options, or the current user-pricing upon subscription renewal or auto-renewal.

OFFICE 365 ADD-ON OPTIONS

The following options may be added to the Office 365 Services. Description of Service options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Office 365 Service.

COMPLIANCE

Compliance provides an integrated solution for vulnerability management, security compliance assessment and reporting, and comprehensive risk management.

AZURE RIGHTS MANAGEMENT

This option provides comprehensive policy-based information rights management capabilities. This option is required for Email Encryption and is already included in E3 and E5 plans.

MAIL MIGRATION TOOL (MIGRATION WIZ), PER MAILBOX

This is a per-mailbox synchronization tool to migrate a user's mailbox from another email service to Office 365.

Service Level Metric: This option has a best effort availability goal.

OFFICE 365 SOFTWARE AGREEMENT

1. SOFTWARE AND SERVICES:

1.1 Software Purchase. Customer will submit a Service Agreement order form in the form utilized under the Master Agreement (the "Purchase Order") designating the Software License(s) to be purchased by Customer. C Spire Business shall sell the Software License(s) to Customer pursuant to the fees set forth in Section 2 below.

1.2 Microsoft Cloud Agreement. As a condition to C Spire Business selling the Software License(s) to Customer, Customer must accept the terms and conditions of the Microsoft Customer Agreement (the "Microsoft EULA") at <https://www.microsoft.com/licensing/docs/customeragreement>. By signing C Spire Business's Order Form for products and services, including Microsoft Software and Licenses, Customer acknowledges having read and agreed to the terms and conditions of the Microsoft EULA.

1.3 Support. C Spire Business will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with resolving issues related to the Software. Only Customer's authorized account contact(s) may request technical support. C Spire Business's technical support response time depends on the complexity of the inquiry and support request volume. For more information visit C Spire Business's technical support page at www.cspire.com/business/support.jsp. C Spire Business's obligation to provide technical support does not apply to any service impacting events related to the Software. C Spire Business reserves the right to redirect or escalate support requests to Microsoft in its sole and absolute discretion. C Spire Business does not guarantee compatibility of the Software with any specific configuration of hardware or software. C Spire Business encourages Customer to discuss any technical and compatibility issues with C Spire Business's technical support personnel.

1.4 Term. The Term of this Service Agreement shall be for one month, and the Term shall automatically renew for successive one-month Terms unless Customer provides C Spire Business with written notice of termination at least thirty (30) days prior to expiration of the then applicable Term. Software products for each monthly Term are priced at current market rates, irrespective of the original rate or rate for any subsequent monthly Term.

1.5 Termination for Cause. If a Party breaches any term of this Service Agreement, the other Party can terminate this Service Agreement for cause. The terminating Party will give the breaching Party not less than thirty (30) days' written notice and opportunity to cure the breach if the cause for termination is curable. A Party will be allowed to cure a breach once, provide that if a Party breaches the Service Agreement for the same reason as a prior breach, such as late payment, then the other Party may terminate the Service Agreement immediately. If the cause for termination is not curable, termination is effective immediately upon written notice from the terminating Party. Disclosure of confidential information including the disclosure of specially negotiated Customer terms, misappropriation of C Spire Business's intellectual property, and insolvency, bankruptcy or other similar proceedings, are

grounds for immediate termination.

1.6 Termination without Cause. Either Party may terminate this Service Agreement at any time upon thirty (30) days' prior written notice to the other Party; provided, however, that in the event Customer terminates this Service Agreement with respect to Bundled Software prior to the end of the then-applicable Term, Customer shall pay to C Spire Business an amount equal to the total monthly service fees applicable pursuant to Section 2 below multiplied by the number of months remaining in the Term.

1.7 Microsoft Termination. C Spire Business may terminate this Service Agreement immediately upon written notice to Customer in the event that Microsoft terminates the Reseller Agreement or the Microsoft EULA.

2. CUSTOMER FEES AND BILLING

2.1 Billing. C Spire Business shall invoice Customer on a monthly basis for the fees owed pursuant to a Purchase Order and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Fees listed herein are not inclusive of any applicable taxes, levies or surcharges. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against C Spire Business because of the Software or Services provided hereunder by C Spire Business to Customer shall be the responsibility of Customer. Invoicing for fees associated with Software will commence one month following Customer's purchase of the Software.

3. DISCLAIMER OF WARRANTIES

C SPIRE BUSINESS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE SOFTWARE IS FREE FROM ANY INHERENT DEFECTS, OR BUGS. C SPIRE BUSINESS ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS SUITABLE FOR CUSTOMER'S NEEDS, HAS THE FUNCTIONALITY TO MEET CUSTOMER'S REQUIREMENTS, IS COMPATIBLE WITH CUSTOMER'S HARDWARE OR OTHER SOFTWARE OR DOES NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY. C SPIRE BUSINESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, UNLESS OTHERWISE SPECIFIED IN WRITING. WITHOUT LIMITING THE FOREGOING, C SPIRE BUSINESS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION.

4. LIMITATION OF LIABILITY

Unless applicable law requires otherwise, the only remedy that either Party will have for anything related to this Service Agreement is to obtain direct damages from the liable Party up to the amount actually paid by Customer to C Spire Business during the prior one-year period, minus any amounts paid by the liable Party during that same period for any prior liability. Neither Party can recover any other damages from the other, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the Party knew they were possible.

The limitations in this Section apply, without limitation, to: (i) anything related to the Software; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies even if Customer is not fully compensated for any losses, or C Spire Business knew or should have known about the possibility of damages. The limitations in this Section do not apply to

claims for non-payment of amounts due hereunder.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, C SPIRE BUSINESS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO THE AVAILABILITY OR PERFORMANCE OF MICROSOFT PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE. C SPIRE BUSINESS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO ANY REPRESENTATIONS, WARRANTIES, OR SERVICE LEVEL AGREEMENTS SET FORTH IN THE MICROSOFT EULA OR OTHERWISE MADE BY MICROSOFT WITH RESPECT TO THE SOFTWARE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, C SPIRE BUSINESS AND C SPIRE BUSINESS'S EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS, CORRUPTION OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOREGOING OCCURRING DURING THE MIGRATION OR STORAGE OF SUCH DATA. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SERVICE PROVIDERS MAY HAVE ACCESS TO CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS DURING THE PROVISION OF SERVICES HEREUNDER AND THAT C SPIRE BUSINESS SHALL HAVE NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY SERVICE PROVIDERS.

5. INDEMNIFICATION

Customer will defend C Spire Business against any Third Party Claims, as defined below. If there is an adverse final judgment (or settlement to which Customer consents) resulting from any Third Party Claims, Customer will pay it for C Spire Business. C Spire Business will promptly notify Customer in writing of the Third Party Claim, specify the nature of the claim and the relief the third party seeks. C Spire Business will give Customer reasonable assistance in defending the Third Party Claim. At C Spire Business's option and cost, C Spire Business may participate in the selection of counsel, defense and settlement of any Third Party Claims covered by this section. If C Spire Business elects to do this, Customer and C Spire Business will work together in good faith to reach decisions about which both Parties agree. Customer must have C Spire Business's written consent before settling any Third Party Claim. C Spire Business will not unreasonably withhold C Spire Business's consent. "Third Party Claim" means any third party claims or allegations against C Spire Business that arise out of or are connected with any default or breach or alleged default or breach of this Agreement by Customer, Customer's purchase or use of the Software, or any other act or omission by Customer.

6. MASTER AGREEMENT

The Parties acknowledge and agree that this Agreement is entered into under and is subject to the terms and conditions of the Master Order and Agreement. The Software and Services provided hereunder are Services as defined in the Master Order and Agreement. Any issues related to the relationship of the Parties not expressly addressed herein shall be governed by the Master Order and Agreement. Notwithstanding anything to the contrary in the Purchase Order for Microsoft services and other telecommunications services provided by C Spire Business, the Term of this Agreement for Microsoft services only shall be for one month and continue on a month-to-month basis until terminated as provided herein.

HOSTED EMAIL ADD-ON OPTIONS

The following options may be added to the Hosted Exchange Services. Description of Service options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply

to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Hosted Exchange Service.

EMAIL PROTECTION

Email Protection is our SPAM filtering service that can be used in conjunction with C Spire Business email products. Email Protection provides the most comprehensive and effective SPAM-blocking product available, blocking 99 percent of SPAM and providing an industry-leading low false positive rate. C Spire Business will provide the following support for this Service:

- C Spire Business will work with Customers to ensure firewalls are configured to accept email only from the filtering service.
- Implementation of full recipient validation.
- C Spire Business will work with Customer to ensure no dangerous file types are allowed to transit.
- Blocking or holding of encrypted zip files or email components.

Email Protection Availability Dependencies

The availability of Email Protection Service is dependent on the following:

- C Spire Hosted Exchange or Office 365
- Suitable network transport from SaaS platform to mail systems.

Email Protection Add-On Options

The following options may be added to the Email Protection Service. Description of these options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Email Protection Service.

EMAIL ARCHIVING

Email Archiving will provide archival of all incoming, outgoing, and internal emails to a separate server and provide eDiscovery, allowing easy retrieval for legal discovery. Archive is not intended to be a backup solution for email, but a retrieval system in cases of litigation or business need.

- Hosted Exchange Shared – For Customers using a C Spire Business Hosted Exchange Shared environment, emails are archived automatically. To retrieve emails, users can submit a request through the C Spire Business Help Desk.
- Office 365 – For Customers using C Spire Business Office 365 Service, email archiving is an add-on option.
- Standalone Service – For Customers who purchase Email Archiving apart from C Spire Business' email offerings, the designated Customer administrator has an interface login where they can search the archive and export searches to a PST file.

Email Archiving Availability Dependencies

The availability of Email Archiving Service is dependent on the following:

- Access to journaling, LDAP, IMAP/POP3, and EWS (HTTPS) for full functionality.

Email Archiving Limitations

Email Archiving Service has the following limitations:

- Email archive does not include troubleshooting, restoration, or backup of email data.
- Service does not include export of all email (available as a block of hours). If Customer has a court order or a legal audit for data, C Spire Business will work with Customer on a case-by-case basis to provide the necessary export of data.

EMAIL ENCRYPTION

This option provides the capability to encrypt outbound email. Customer must purchase this Service for all individuals sending outbound email. Outbound encrypted email sent to any other recipient will be replaced with a pointer to a secure portal whereby recipient can retrieve contents of original encrypted email. Encryption can be automatically triggered when email contains sensitive information, such as but not limited to, PHI, NPI, or any information that could be reasonably matched with keyword or pattern matching.

For Office 365, this option requires Azure Rights Management if you are not using the E3 or E5 plan.

SETUP SUPPORT

The customer may elect to have C Spire Business install and configure end user devices for an additional setup fee. Any requests for C Spire Business support will incur standard billing rates for engineering resources. C Spire Business will install and configure the email client on supported end user devices. Basic Installation fees will be included for SPLA Licensure purchased through C Spire Business and for select open source Linux distributions. C Spire Business will provide media and license keys as necessary for these client installations. Additional software configuration may incur additional costs.

DATA MIGRATION SERVICES

The customer may elect to have C Spire Business migrate existing end user data for an additional setup fee. Any requests for C Spire Business support will incur standard billing rates for engineering resources. If additional configuration work is required due to limitations of the Customer Network then C Spire Business reserves the right to bill customer at current hourly rates for additional configuration time. C Spire Business is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment into Customer's internal network. C Spire Business is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application into the Customer Network. Customer shall be responsible for any travel expenses incurred by C Spire Business in the course of providing onsite installation service.

HOSTED EMAIL AVAILABILITY DEPENDENCIES

The availability of Hosted Email Service is dependent on the following:

- Space, power, hardware and network connectivity are available.
- Adequate Internet connectivity and bandwidth sufficient to support proper functionality of this service.
- It is the Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.
- Customer shall be fully responsible for providing to C Spire Business at Customer's own expense and in a timely manner the following:
 - o All security for its Services and systems used or accessible in connection with Service. Customer is responsible for notifying C Spire Business of all access changes, terminations, or related events. C Spire Business is not responsible for the unexpected use of Services on the part of the Customer or its agents.
 - o Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service.
 - o Administrative access to DNS tool.
 - o Designating an Authorized Contact(s) to be the point of contact to interface with C Spire Business Technical Support.
 - o All cabling necessary to support Service.
 - o Vendor support contract, contact information or any other such service required to access patches, support information, manuals, or other information related to Customer Operating System and applications.
 - o Evidence of valid and current software licenses if not using C Spire Business-Provided Service Provider License Agreement (SPLA) licenses.
 - o Customer shall be solely responsible for its connection to the Internet and shall maintain a valid IP address to enable Customer to use the Service. Customer shall conform to the protocols and standards published on the Internet from time to time and adopted by the majority of Internet users.
 - o Customer shall be solely responsible for its activities (and the activities of anyone else who obtained access to Customer's password due to actions or inactions by Customer) in using the Service including the activities of its employees and contractors.
 - o Customer's use of the Service is subject to all applicable local, state, national, and foreign laws and regulations. Customer agrees to comply with such laws and regulations.
 - o Customer shall be responsible for ensuring that Customer's email is directed through the Service by making and maintaining the appropriate configuration settings.

SERVICE DELIVERY

Upon receipt of the signed Quote, C Spire Business will provision one or more of the following for the Hosted Email Service as required:

- Exchange domain
- Exchange mailboxes for end users
- Distribution groups
- Public folders
- Migration tool
- Office 365 tenant

EMAIL PROTECTION

C Spire Business will contact Customer and coordinate redirection of Customer messaging domain MX record. Unless C Spire Business has been contracted to manage domain name services (“DNS”) on behalf of Customer, Customer is responsible for coordinating updates to the Customer domain MX record. Customer is also responsible for providing C Spire Business with the appropriate Internet protocol (“IP”) address to which email shall be directed. Once C Spire Business has provisioned the resources and confirmed mail flow, the Service will be considered active and billing will commence.

EMAIL ARCHIVING

- Configure email environment so that the mail server communicates with the archive server.
- Configure backend storage.
- Install software and validate installation.
- Configure archival and create policies.
- Validate that archival is working properly.

If additional configuration work is required due to limitations of the Customer network, C Spire Business reserves the right to bill Customer at current hourly rates for additional configuration time. C Spire Business is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application into the Customer’s internal network.

HOSTED EMAIL LIMITS

OFFICE 365

Email limits are defined by Microsoft and are listed at the following URL: <https://docs.microsoft.com/en-us/office365/servicedescriptions/exchange-online-service-description/exchange-online-limits>

ADDENDUM A – MICROSOFT CUSTOMER AGREEMENT

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

GENERAL TERMS

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under “Definitions.”

General Terms

License to use Microsoft Products

a. Licenses for Products. Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. Duration of licenses. Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.

c. End Users. Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

d. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.

e. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

f. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (i) reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);
- (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms;
- (iii) work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;
- (iv) separate and run parts of a Product or Services Deliverable on more than one device;
- (v) upgrade or downgrade parts of a Product at different times;
- (vi) transfer parts of a Product separately; or

(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

g. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

h. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

Professional Services

a. Performance of Professional Services. Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Pre-existing Work. All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

d. Services Deliverables. Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.

e. Affiliates' rights to Services Deliverables. Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

Non-Microsoft Products

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

Verifying compliance

a. Verification process. Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

b. Remedies for non-compliance. If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

Data Protection and Processing

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Confidentiality

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Warranties

a. Limited warranties and remedies. To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

(i) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(ii) Software. Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.

(iii) Professional Services. Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark,

or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

a. Perpetual Licenses. For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.

b. Subscriptions. For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).

c. Professional Services. For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.

d. Free offers and distributable code. For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

e. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

f. Exceptions. No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.

g. Applicability. To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

Partners

a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. Product Support. Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

Pricing and payment

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. Cancellation fee. If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancellation fee. More details about cancellation can be found in the Product Terms.

f. Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

- (i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
- (ii) All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
- (iii) If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- (iv) Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.

d. Suspension. During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.

e. Termination to comply with laws. Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

Modifications to this Agreement

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

a. DPA and SLA. Changes to the DPA and SLA will apply as provided in those documents.

b. Product Terms. Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.

c. Other terms. Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.

d. Changes proposed by Customer. Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

Miscellaneous

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

d. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

e. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

f. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

g. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

h. Notices. All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

i. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

j. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (i) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (iii) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.
- (iv) The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

k. Order of precedence. If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

l. Microsoft Affiliates and subcontractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.

m. Government procurement rules. If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.

n. Compliance with Trade Laws. Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

Definitions

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

“DPA” means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at <https://aka.ms/DPA> or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Fix” or “Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Licensing Site” means <http://www.microsoft.com/licensing/docs> or a successor site.

“Material Adverse Change” means any change to the Use Rights for a Product that could reasonably affect Customer’s decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

“Microsoft” means Microsoft Corporation.

“Microsoft Support Services” means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

“Non-Microsoft Product” means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Pre-Existing Work” means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

“Product” means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the Use Rights and other terms, as updated from time to time, which are published at <https://www.microsoft.com/licensing/terms> or a successor site.

“Professional Services” means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement.

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on

behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors, and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Services Deliverables” means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Statement of Services” means any order under this Agreement that includes or describes Professional Services.

“Subscription” means a license for Customer to use or access a Product during a defined period of time.

“use” means to copy, download, install, run, access, display, or otherwise interact with.

“Use Rights” means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.