

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ON-PREMISES

These license terms ("agreement") are an agreement between you and Microsoft Corporation (or one of its affiliates).

This agreement applies to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated software or services). **This agreement supersedes the license terms embedded in the software.**

By installing, having installed, subscribing to, or using the software, you accept this agreement (including any modifications made to it from time to time). **If you do not accept this agreement, do not install, have installed, subscribe to, or use the software.**

If an individual enters into this agreement on behalf of a legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.

Notice Regarding Subscription Validation. Servers on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the customer subscription identifier, product name, license serial number, product version number, and date of last use. By using the software, you consent to the transmission of the information described in this paragraph.

If you comply with this agreement, you have the rights below for each license you acquire for the software.

1. OVERVIEW.

a. Software. The software may include

- server software;
- client software that can be installed on devices and/or used with the server software; and
- additional ERP components that may be separately licensed

b. Licensing. The software is licensed based on

- the number of copies of ERP solution that you install on premises or use on a hosted basis;
- the number of your users that access the ERP solution; and
- additional ERP components you license.

c. License Model. The software is licensed under two models:

- **Perpetual License Model** – Under this model, you have licensed the software under perpetual license terms, as code that is installed on your premises or hosted for you by a third party acting as your agent ("Perpetual License Model").
- **Subscription License Model** – Under this model, you have licensed the software on a per user basis for a limited period, as further described in your agreement with your partner. **The software may be installed on your premises with day to day management**

and control solely by your partner or hosted by your partner or any third party providing services to you ("Subscription License Model").

- If your license expires or terminates, your right to use the software will stop immediately. If you continue using the software after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against you or other legal remedies.

2. DEFINITIONS.

- **"affiliate"** means any legal entity that directly or indirectly owns, is directly or indirectly owned by, or that is directly or indirectly under common ownership with a party to this agreement.
- **"Additive SAL"** means a SAL that must be used on conjunction with a base SAL.
- **"business process outsourcing"** means the contracting of a specific critical or non-critical business task, function or process to a third-party service provider, where the services provided include direct or indirect access to the software.
- **"CAL"** means client access license.
- **"client software"** means the components of the software that allow a device to access or use the server software or to use certain aspects of the server software.
- **"device"** means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.
- **"direct access"** occurs when any user logs on to the software through a Microsoft Dynamics client.
- **"ERP"** means enterprise resource planning.
- **"ERP solution"** means the components of the software that control your users and financial reporting units.
- **"External Accountant User"** means a user employed by a third party to access the software, solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.
- **"external user"** means your customers that are not included in the definition of "you".
- **"Full User"** means a user who has unrestricted access to all the functionality in the server software including setting-up, administering and managing all parameters or functional processes across the ERP solution.
- **"Instance"** means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance.
- **"internal business purposes"** means managing your business, but not that of an independent third party.
- **"Team Members"** means a user who accesses your ERP solution directly or indirectly for purposes of completing only the tasks described below. Any access beyond these limitations requires a Full User.
 - (i) "Read" access to data contained in the ERP solution through any client; or
 - (ii) "Write" access through any client accessing the ERP solution via the Microsoft Dynamics 365 Business Central API to a maximum of 3 table objects with the following exceptions:
 - Team Members users are not authorized to write to any of the following tables: General Ledger Entry (table number 17), Permission Set (table number 2000000004), Permission (table number 2000000005) or Access Control (table number 2000000053); and

- any table described in Appendix A of the software’s Licensing Guide as “Team Members User Included Tables” do not count towards the 3 table objects. Microsoft may update such Appendix A of the Licensing Guide from time to time, at its discretion, to include additional Tables. See the Microsoft Dynamics 365 Business Central Licensing Guide located at <https://go.microsoft.com/fwlink/?linkid=2009643&clid=0x409>.
- **“operating system environment” or “OSE”** means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.
- **“ownership”** means more than 50% ownership.
- **“partner”** means the entity that has signed a channel partner agreement with Microsoft authorizing it to market and distribute copies of the software. As used in this agreement or related, references to “partner” refer solely to marketing relationships and do not refer to or imply a partnership or any other legal relationship.
- **“Physical OSE”** means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.
- **“SAL”** means subscriber access license.
- **“server”** means a physical hardware system capable of running server software.
- **“Server Farm”** means a single data center or two data centers each physically located:
 - in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
 - within the European Union (EU) and/or European Free Trade Association (EFTA).
- **“server software”** means the components of the software that provides services or functionality on your server.
- **“System Administrator User”** means a user accessing the software, solely to install, configure and maintain the server software, including management of user rights.
- **“Virtual OSE”** means an OSE that is configured to run on a virtual hardware system.
- **“you”** means the legal entity that has agreed to this agreement, your affiliates, and each of your, and your affiliates’, employees, contractors, agents and suppliers.

3. INSTALLATION AND USE RIGHTS.

- Server Software.** You must purchase a server software license to use the server software. You may install an unlimited number of copies of the server software to access your ERP solution.
- Client Software.** You may only use the client software with the ERP solution. You may install an unlimited number of copies of the client software to access your ERP solution.
- Additional ERP Components.** If additional ERP components are available to you, you must obtain a separate license for each ERP solution if you wish to run an additional ERP component for multiple ERP solutions. For additional information and license restrictions regarding additional ERP components, see the Microsoft Dynamics 365 Business Central Licensing Guide located at <https://go.microsoft.com/fwlink/?linkid=2009643&clid=0x409>.
- Product Keys.** The software requires a key to install or access it. You are responsible for the use of

any product key(s) assigned to you and must not share the key(s) with third parties. You may use as many copies of the software (including modifications) as the product key permits.

- e. **Font Components.** While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

4. TYPES OF USER LICENSES. Except as otherwise specified, the types of user licenses for the software are as follows:

- a. **Access Licenses (CALs and SALs).** In addition to the server software license, you must acquire and assign an Access License to each user that accesses the ERP solution directly or indirectly. You need an Access License for each user that directly or indirectly accesses the ERP solution through a third party application. Access Licenses are specific to an ERP solution and may not be used with or shared among different ERP solutions.

Types of CALs. There are two types of CALs: Full CALs and Team Members CALs.

- A **"Full CAL"** is a license that entitles a user to perform the tasks of a Full CAL User.
- A **"Team Members CAL"** is a license that entitles a user to perform only the tasks of a Team Members user. You may license up to 4 Team Members CALs per Full CAL.

Types of SALs. There are two types of SALs: Full SALs, and Team Members SALs.

- A **"Full User SAL"** is a base SAL license that entitles a user to perform Full User tasks across the ERP Solution using all of the functionality included in the ERP solution, as described in the Microsoft Dynamics 365 Business Central on-premises Licensing Guide located at <https://go.microsoft.com/fwlink/?linkid=2009643&clid=0x409>.
 - A **"Team Members SAL"** is a license that entitles a user to perform only the tasks of a Team Members user.
- b. **Named user**, meaning each user requires a separate User License; Named user licenses cannot be shared but an individual with a named user license may access the service through multiple devices.
 - c. **"User SALs"** are licenses that are specific to each user and may not be shared with other users. You may select the Full SAL or the Team Members SAL as user SAL types. The Team Members SAL grants access to the same set of functionalities that are available to users performing Full User tasks, subject to the restrictions listed in the Team Members User definition. Microsoft grants you, at no charge, two SALs of the same type used by your Full Users: one specifically for an External Accountant User, and one specifically for a System Administrator User. You may permanently reassign your user SAL from one user to another. You may temporarily reassign your user SAL to a temporary user while the permanent user is absent. The External Accountant User and the System Administrator User cannot be used for any other purposes. User SALs can only be licensed under the Subscription License Model.
 - d. **"External Users"** You do not need Access Licenses for external users. External users must be designated in the user table for the software, and cannot use any clients provided by the Microsoft Dynamics 365 Business Central Application Programming Interface (API), such as the Microsoft Dynamics NAV Windows client, or the Microsoft Dynamics 365 Business Central 2018 Web Client. External User licenses must not be used for business process outsourcing purposes.

For additional information about the types of user licenses and the license restrictions regarding user licenses, see the Microsoft Dynamics 365 Business Central Licensing Guide located at <https://go.microsoft.com/fwlink/?linkid=2009643&clid=0x409>.

5. TERMS SPECIFIC TO SUBSCRIPTION LICENSE MODEL.

a. **Subscription Validation.**

- Servers on which the software is installed will from time to time perform a validation check of the software. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.
 - The validation check may be initiated by the software or Microsoft. To enable validation checks, the software may from time to time require updates or additional downloads of the validation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the server may send information about the software, the computer and the results of the validation check to Microsoft. This information includes customer subscription identifier, product name, license serial number, product version number, and the date of last use. Microsoft will use this information only to verify licensing compliance. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <https://go.microsoft.com/fwlink/?linkid=829950>.
- If, after a validation check, the software is found to be improperly licensed, Microsoft or your partner may provide notice that the software is improperly licensed, and you may
 - receive reminders to obtain a properly licensed copy of the software, or
 - need to follow instructions in the notice to be licensed to use the software.

b. **Term.** The term for your subscription license is set in your agreement with your partner.

6. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

a. **Multiplexing.** Multiplexing (sometimes referred to as “pooling”) is a manner of indirect hardware or software access (“indirect access”) that

- pools connections,
- reroutes information,
- reduces the number of users that directly access or use the software, or
- reduces the number of users the software directly manages.

Any user accessing the ERP Solution through a multiplexed connection must be appropriately licensed with an Access License.

b. **Business Process Outsourcing.** You may not use the software to provide business process outsourcing services to your clients or customers. You may however make your Access Licenses available to business process outsourcers acting on your behalf and providing services to your business.

c. **License Mobility and Outsourcing Software Management.**

- **License Mobility.** You may reassign your ERP Solution Licenses, for which you are under a current maintenance plan, to (i) any servers running Physical OSEs or Virtual OSEs dedicated to you and located within the same Server Farm as often as needed, or (ii) from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).
- **Outsourcing Software Management.** You may install and use permitted copies of the software on servers and other devices that are under the day-to-day management and control of third parties, provided all such servers and other devices are and remain fully dedicated to your use. You are responsible for all of the obligations under your licensing

agreement regardless of the physical location of the hardware upon which the software is used.

- d. **License Grant for Templates.** You may copy and use templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially.
- e. **Included Microsoft Applications.** This software includes components from MSFT SQL Server 2017 Express, Microsoft SQL Server 2012 Native Client, Microsoft SQL Server 2017 Shared Management Objects, Microsoft Exchange Web Services Managed API 2.2, Microsoft Chart Controls for Microsoft.NET Framework 4.5 for Microsoft Windows Operating System, Microsoft Dynamics 365 CRM SDK core tools, Microsoft Dynamics CRM SDK Assemblies, .NET Framework 4.7, Microsoft.AspNetCore.Mvc, Microsoft.AspNetCore.Mvc.TagHelpers, Microsoft.AspNetCore.Cors, Microsoft.AspNetCore.Server.IISIntegration, Microsoft.AspNetCore.Server.Kestrel, Microsoft.AspNetCore.Server.Kestrel.Https, Microsoft.AspNetCore.StaticFiles, Microsoft.AspNetCore.Diagnostics, Microsoft.AspNetCore.Authentication.Cookies, Microsoft.AspNetCore.Routing, Microsoft.AspNetCore.ResponseCaching, Microsoft.Extensions.Configuration.EnvironmentVariables, Microsoft.Extensions.Configuration.Json, Microsoft.Extensions.Logging, Microsoft.Extensions.Logging.Console, Microsoft.Extensions.Logging.Debug, Microsoft.Extensions.Logging.Filter, Microsoft.Extensions.Options.ConfigurationExtensions, MicrosoftServiceFabric, Microsoft.ServiceFabric.Data, Microsoft.ServiceFabric.Services, Microsoft.ServiceFabric.AspNetCore.WebListener, Microsoft.AspNetCore.ResponseCaching, System.Collections.Immutable, Microsoft.Extensions.Configuration.CommandLine, Microsoft Report Viewer Control for ASP.Net Web Forms applications, Microsoft SQL Server 2016 Report Builder, Microsoft SQL Server 2017 System CLR Types, Microsoft.AspNet.OData 7.0.1, Microsoft.Extensions.DependencyInjection 1.0.0, Microsoft.Extensions.DependencyInjection.Abstractions 1.0.0, Microsoft.OData.Core 7.5.0, Microsoft.OData.Edm 7.5.0, Microsoft.Spatial 7.5.0, Microsoft.CodeAnalysis.Analyzers 1.1. These components are governed by separate agreements and their own product support policies, as described in the license terms found in the installation directory for that component or in the "Licenses" folder accompanying the software.
- f. **Modifications.** You may modify the software only as necessary to use it for your internal business purposes if you received it in source code form or you or any third party acting on your behalf have licensed tools from Microsoft that allow you or that third party to modify the software's object code. **Microsoft is not responsible for any problems that result from modifications made to the software.** For any modifications, **you will indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to any modification made to the software or use of your programs that include any modification.** Microsoft does not, and will not have any obligation to, provide technical or other support for any modifications to the software.
- g. **Fictitious Data.** The uniform resource locators (URLs), addresses, names of individuals, companies, cities, states, and other items depicted and referenced in Microsoft material are fictitious in nature. They are provided as examples and illustrations only. No real association or connection is intended or should be inferred.
- h. **Complex Software.** The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions.
- i. **Third Party Software.** The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and

acknowledgements, if any, for the third party applications may be accessible online at <http://aka.ms/thirdpartynotices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.

- j. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- 7. DATA COLLECTION.** The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/p/?linkid=857875>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.
- 8. PROCESSING OF PERSONAL DATA.** To the extent Microsoft is a processor or sub processor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the [Online Services Terms](http://go.microsoft.com/?linkid=9840733) to all customers effective 25 May 2018, at <http://go.microsoft.com/?linkid=9840733>.
- 9. COMPETITIVE BENCHMARKING.** If you are a direct competitor, and you access or use the software for purposes of competitive benchmarking, analysis, or intelligence gathering, you waive as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively) any competitive use, access, and benchmarking test restrictions in the terms governing your software to the extent your terms of use are, or purport to be, more restrictive than Microsoft's terms. If you do not waive any such purported restrictions in the terms governing your software, you are not allowed to access or use this software, and will not do so.
- 10. SCOPE OF LICENSE.**
- The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
- a.** work around any technical limitations in the software that only allow you to use it in certain ways;
 - b.** reverse engineer, decompile or disassemble the software;
 - c.** remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
 - d.** use the software in any way that is against the law or to create or propagate malware; or
 - e.** share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party.
- 11. BACKUP COPY.** You may make multiple copies of the software for backup, development and testing purposes, so long as such copies are not used in production and the development or testing is for your internal business purpose only. Your backup copies may be hosted by a third party on your behalf as provided in Section 6.b.
- 12. FAIL-OVER RIGHTS.** In addition to your use of the software under Section 3 above, you may run a single passive fail-over of your ERP solution that will only be used or accessed for temporary support when the primary ERP solution is unavailable.
- 13. LICENSE TRANSFER.** Nothing in this agreement prohibits the transfer of the software to the

extent allowed under applicable law if the distribution right has been exhausted.

- 14. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 15. DOWNGRADE.** You have no rights to use earlier versions of the software under this license and Microsoft is not obligated to supply earlier versions to you.
- 16. EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.
- 17. SUPPORT SERVICES.** Microsoft provides support services for the software as described at <https://support.microsoft.com/en-us/lifecycle/search>.
- 18. LOCALIZATION AND TRANSLATION.** Microsoft provides certain localizations and translations for the software as described at <https://go.microsoft.com/fwlink/?linkid=829759>.
- 19. UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
- 20. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the software and all of its component parts.
- 21. ENTIRE AGREEMENT.** This agreement (including the warranty below), and any other terms Microsoft may provide for supplements, updates, or third party applications, is the entire agreement for the software.
- 22. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. If you acquired the software in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.
- 23. CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you reconnect to the Internet, however, the software will resume checking for and installing updates),

or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

c. Germany and Austria.

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
- (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

24. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS. Microsoft will defend you against any claims made by an unaffiliated third party that the software infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and Microsoft will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising outside the United States, in which case "trade secret" will mean "undisclosed information" as described in Article 39.2 of the TRIPs agreement and "misappropriation" will mean intentionally unlawful use.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your use of the software after Microsoft notifies you to discontinue use due to such a claim; (ii) your combining the software with a non-Microsoft product (hardware, software or service), data or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering or modifying the software, including any modifications by third parties; (v) your distribution of the software to, or its use for the benefit of, any third party; (vi) your use of Microsoft trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If Microsoft receives information concerning an infringement or misappropriation claim related to the software, Microsoft may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the software, or (ii) modify the software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the software immediately. If, as a result of an infringement or misappropriation claim, your use of the software is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate this license.

If any other type of third party claim is brought against you regarding Microsoft's intellectual property, you must notify us promptly in writing. Microsoft may, at its option, choose to treat these

claims as being covered by this section. This Section 24 provides your exclusive remedy for third party copyright, patent or trademark infringement and trade secret misappropriation claims.

25. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software except for claims covered by Section 24. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the: (i) software, (ii) services, (iii) content (including code) on any third party Internet sites, or (iv) third party materials; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, loss of data, damage to records or data, loss of goodwill, loss as a consequence of a business interruption or any other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

26. VERIFYING COMPLIANCE.

- a. Right to verify compliance.** You are required to keep records (including proof of purchase) relating to the software you use under this agreement. Microsoft has the right to verify compliance with this agreement, at Microsoft's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing Microsoft, on request, to access the usage report as a tool in conducting the audit.
- b. Verification process and limitations.** To verify compliance with the terms of this Agreement, Microsoft will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft can require you to complete Microsoft's self-audit questionnaire relating to the software you use under this agreement, but reserves the right to use a verification process as set out above.
- c. Verification frequency.** If Microsoft undertakes verification and does not find material unlicensed use (license shortage of 5% or more), then Microsoft will not undertake another verification of the same entity for at least one year.
- d. Use of Results.** Microsoft and Microsoft's auditors will use the information obtained in compliance verification only to enforce Microsoft's rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.
- e. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** **The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

- D. REMEDY FOR BREACH OF WARRANTY.** **Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.**

- E. CONSUMER RIGHTS NOT AFFECTED.** **You may have additional consumer rights under your local laws, which this agreement cannot change.**

- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit www.microsoft.com/info/nareturns.htm.

- 2. Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

- 3. Australia.** If you acquired the software in Australia, contact Microsoft to make a claim at

- 13 20 58; or
- Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.

4. Outside United States, Canada, Europe, Middle East, Africa and Australia. If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa and Australia, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.
