

Cemos **MASTER AGREEMENT**

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE CLOSE YOUR BROWSER AND DO NOT PROCEED WITH ORDERING OR USING THE SERVICES. BY ORDERING VERBALLY OR OTHERWISE OR USING ANY SERVICE THAT WE RESELL OR MARKET OR OTHERWISE YOU ARE DEEMED TO HAVE READ AND ACCEPTED THE TERMS OF THIS DOCUMENT.

BY ORDERING AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT POSTED ON THE www.cemos.com WEB SITE AND THE ATTACHED APPENDIX A: MICROSOFT SOFTWARE USE-TERMS AND CONDITIONS. YOU ARE ALSO BOUND TO THE THIRD PARTY SERVICE PROVIDER PROVIDING YOU THE SERVICE BY THE AGREEMENTS POSTED ON THEIR WEB SITES THE ACCEPTABLE USE POLICY, THE SERVICE LEVEL AGREEMENT (THE "SERVICE LEVEL AGREEMENT" OR "SLA"), THE SERVICE PRIVACY POLICY, THE SERVICE NO-SPAM POLICY.

THE PRESENT DOCUMENT IS AT [HTTP://WWW.CEMOS.COM/LEGAL](http://www.cemos.com/legal) AND THIRD PARTY SERVICE PROVIDERS DOCUMENTS ARE ON THEIR WEB SITES.

(For present purposes, "**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns that refer to a Person shall have a similarly extended meaning. "**Includes**" and "**including**", when used in this Agreement, mean "including (or includes) without limitation")

THIS AGREEMENT is by and between Cemos ("**We**", "**Us**", "**Our**" "**Ours**") and the recipient and payor ("**You**" and, where appropriate, "**Your**", "**Yours**" or "**Yourself**") of The Services (**The Services** are the services provided by third party service providers under their own terms and conditions as stated above (**The Service Provider, The Third Party, The Third Party Service Provider**) that We may resell from time to time.

Cemos and You agree as follows:

1. PROVISION OF SERVICES:

We agree to resell to You such Services as You order and pay for in accordance with and subject to Your compliance with the Agreement. For present purposes, "**The Services**" means such sharepoint, Web hosting, virtual private server, exchange hosting, CRM, and other remotely services provided by third parties that We may market or resell from time to time as a reseller for third party service providers.

2. LAWFUL USE OF THE SERVICES

You agree to use all Services provided to You by The Service Provider hereunder only for Your lawful, appropriate, and permitted internal purposes hereunder. In no event may You resell The Services. In the event that Your use of The Services violates any law, rule

or regulation or this Agreement, We shall have the right to immediately terminate this Agreement and pursue any and all its other remedies.

3. TERM, TERMINATION, CANCELLATION POLICY

3.1 Term

The Agreement's "Term" is comprised of the Initial Term and the Renewal Term as defined below:

Monthly Plan Agreement Term. The "Initial Term" is defined as the period from the date that you start using The Service , until the end of the month thereafter. "Renewal Terms" for monthly plans, are defined as the thirty (30) day period beginning at the end of the Initial Term and each subsequent thirty (30) day period thereafter. Automatic Renewal. This Agreement shall renew automatically at the end of the Initial Term and each Renewal Term unless terminated in accordance with this Agreement either by You or by Us.

3.2 Termination for convenience and cancellation policy

Monthly Plan. You may terminate the Agreement for convenience at any time on twenty (20) days advance written notice. The termination effective date will be twenty (20) days after receipt of the written notice. If You terminate for convenience a monthly plan prior to the end of the then current Term, We shall not be required to refund You fees already paid and You will be charged the entire month in which the effective termination date occurs.

3.3 Termination by Cemos without cause

We may terminate this Agreement without cause by providing written or electronic mail notice of termination to Your administrative email contact address not less than sixty (60) calendar days prior to the effective termination date.

Monthly Plan. For monthly plans, if the effective termination date occurs prior to the last date of the then current Month Term, We shall not charge You the monthly fees for the month in which Services terminate.

3.4 Termination for Cause

a. By You. To terminate Your account for Our or a third party service provider (for whom We act as a reseller) material breach of the terms or conditions of this Agreement, You shall provide to Us in writing, via email info@cemos.com, the details of material breach and allow Us sixty (60) days to ask the Third Party Service Provider to cure any such violation prior to termination of this Agreement. You may only terminate this Agreement if We or the Third Party Service fail to cure the alleged material breach within such sixty (60) day delay.

b. We may terminate any or all Services immediately and without prior notice (termination for cause) for any of the following reasons: any material breach of this agreement, which includes any failure to make payment when due, violation of the Third Party Service Provider or Our Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and billing information. In the event of termination for cause, We shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to Us as per this Agreement.

3.5 Following Termination

TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OWED TO US AS PER THIS AGREEMENT. YOUR DATA AND ACCOUNT SETTINGS SHALL BE IRREVOCABLY DELETED 30 DAYS FROM THE DATE OF TERMINATION UNLESS YOU HAVE BY SUCH DATE PAID ALL AMOUNTS AND DAMAGES OWED TO US INCLUDING WEB SITE CONTENT, DATABASES, AND EMAIL MESSAGES. IT SHALL BE YOUR SOLELY AND EXCLUSIVE RESPONSIBILITY TO SECURE ALL NECESSARY DATA FROM YOUR ACCOUNT PRIOR TO TERMINATION. .

4. FEES, BILLING, TAXES, CHARGES

4.1 Fees

The fees set forth at the outset of Your account shall be effective for the Initial Term and each Renewal Term of this Agreement, provided that We shall have the right to increase these fees at any time upon thirty (30) days written notice to You. In the event that You do not agree with such fee increase, You shall have the right to terminate this Agreement upon thirty (30) days written notice, provided that such notice of termination must be received within thirty (30) days of date of notice of the fee increase.

4.2 Billing and Payment Arrangements

Cemos will bill You on a monthly basis for all recurring fees based on Your usage of the Service as provided to You by the Service Provider. One-time fees, including late payment fees, invoice processing fees, and returned check fees may occur at any time. All service plan or feature changes may be billed within a seven (7) day period. No refunds or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for service plan downgrades or elimination of plan features within the current monthly term shall be issued. INVOICES/PAYMENTS ARE IRREVOCABLY DEEMED FINAL AND ACCEPTED BY YOU THIRTY (30) DAYS FROM THE LATER OF WHEN (I) YOUR INVOICE IS ISSUED AND (II) YOU MAKE PAYMENT THEREOF (INCLUDING THROUGH YOUR CREDIT CARD AS AUTHORIZED HEREUNDER). YOU SHALL AT ALL TIMES PROVIDE AND

KEEP CURRENT AND UP-TO-DATE YOUR CONTACT, CREDIT CARD, IF APPLICABLE, AND BILLING INFORMATION ON THE ADMINISTRATIVE CONTROL PANEL.

4.2 Payment by Check

- a. For payment by check, Cemos shall provide an electronic invoice to You each month. Payment by check must be received within thirty (30) days after the issuing of the invoice.
- b. Should Your check not be honored by the financial institution, a returned check fee in the amount of the lesser of \$50.00 (fifty dollars) or the maximum amount allowed by law, will be assessed.
- c. In the event You fail to make timely payment for any reason by the thirtieth (30th) calendar day following issuance of the invoice, Your access to the server will be immediately suspended. During such suspension, incoming and outgoing emails will not be available, but existing data will not be affected. After forty-five (45) days of non-payment from when the date payment is due, Cemos shall have the right, without limitation, to immediately terminate this Agreement and You will be solely liable and responsible for any consequences and Service termination and data preservation.
- d. In the event that Cemos does not receive payment by the thirtieth (30th) calendar day following issuance of the invoice, Cemos shall have the right to assess a late payment fee, equal to the greater of the amount of (1) interest calculated at the lesser of 18% per annum or the maximum rate permitted by law, or (2) \$25.00 (twenty-five dollars).
- e. In the event of a late or dishonored check, You may be required to pay via Cashier's Check or money order.

4.3 Excess use

You shall monitor and maintain Your user accounts within all plan-specified limits and in a manner that does not disrupt the activities of other customers using the Service. In the event Your usage exceeds the limits for Your account or may disrupt the activities of other customers, You agree that We may, in Our sole discretion, (i) charge You for such excess usage via Your credit card, or by invoice, (ii) upgrade You to a plan or increase the limits on Your account to address this excess usage, and/or (iii) suspend or terminate Your account for cause. Usage and associated charges for excess usage shall be determined based solely upon Our collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You shall be responsible for the new costs and fees.

4.5 Taxes

You shall be liable for taxes, governmental fees and assessments to be paid related to fees and charges arising under this Agreement or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services.

5. MODIFICATION OF TERMS

We may update, amend, modify or supplement the terms and conditions of this Agreement from time to time and will use reasonable efforts to notify You of this. You are responsible for regularly reviewing the most current version of this Agreement at any time at <http://www.Cemos.com>. If at any time You do not agree with any amendment, modification or supplement to the terms and conditions of this Agreement, You may terminate this Agreement for convenience as per Section 3.2.

6. BETA PRODUCTS AND SERVICES

6.1 Products

This section applies only to customers with accounts created on experimental "Beta" plans and platforms.. Any use of "Beta" platforms or plans is at Your risk and peril, and You are strongly discouraged to use such accounts in production or in relation to sensitive data. Beta programs may include utilities to export and import data bases and other functions.

6.2 Upgrades

We may upgrade software on "Beta" programs when and as We deem necessary in Our sole discretion. Without limitation, We do not represent or warrant that versions of the software installed on "Beta" programs will be compatible with the currently installed version or that loss of functionality or interruption of service will not occur as a result of such upgrades.

6.3 Termination

We have the right to terminate any "Beta" program or plan at any time without cause or notice. We may convert the "Beta" servers to a Services plan selected at Our sole discretion. To discontinue the account and avoid incurring increased charges under selected Service plan, You must terminate the account in accordance with the termination provisions in Section 3 of this Agreement.

7. MATERIAL, DATA, SOFTWARE, SERVICES OR PRODUCTS

7.1 Roles and responsibilities

Your responsibilities: It is Your role and Your sole and full responsibility to perform any needed migrations from the old systems that You already use (whether they are hosted at a provider or they are in house) to the Service provided by the Third Party and perform all the necessary installation actions to get The Service servers to be operational with Your data, Your networks, Your users profiles, Your client softwares and licenses, Your client data and Your equipment. You are solely responsible to insure that your technology and infrastructure and architecture is compatible with The Service provided to you by the Third Party servers and software and to do any changes to your infrastructure to correct any performance and data security problems and issues that may arise because of any incompatibility or infrastructure or equipment and software architecture constraints.

It is Your role and Your sole and full responsibility to appoint, hire, or subcontract and manage enough technical resources and enough skilled personnel on your part including but not limited to a project manager, MS Exchange and an Outlook specialists and other specialists to configure and support your equipment and software and to allocate enough time and effort and do the necessary migrations, modifications, configurations, installations and version upgrades to insure that your infrastructure will perform and operate acceptably and perform in conjunction with The Third Party Service equipment and software and to correct any problems or performance issues or security issues that may appear.

You are solely and fully responsible to preserve and backup Your data from Your old system and to take the proper measures to move Your data to any new system when migrating to use The Service and you expressly agree to take the proper backups and security measures.

In no case will We or the Service provider provide migration services, installation services or implementation services.

Any data loss or performance loss or delay in operations during the migration or after is Your responsibility and at Your own risk and perils.

Our responsibilities: We are given access by The Service Provider to specific functionality on their control panel which is limited to registration activities so that We register Your Organization profile and allocate the number of users that You request. Our role and responsibilities are solely limited to registering Your profile in the said control panel and allocating the said quantity of users to You. Once registered You are responsible to access Your section of the control panel and enter the names of Your Users and other data and manage Your user profiles, passwords, and other activities. We also provide from time to time limited support specifically to helping You retrieve your Organization passwords if lost and to increase or decrease the quantity of users at Your request. In addition if You have technical questions, Our role and responsibility is limited to taking note of those questions as You document them to Us and to transfer the questions to the Service Provider who will open a ticket so that their technicians will research the answers. We communicate the answers back to You when they are ready. We make no representations, warranties, or assurances on the operations, migrations,

installations, implementation, support, delays, performance and availability of The Service or on the quality of the said answers communicated to You.

Server Ready

It is Your full responsibility that any material, data, software or products You provide or connect to the Service Provider in connection with The Service shall be server ready, meaning that they shall be in a condition and form, as determined solely by The Service Provider which requires no additional manipulation or verification on their part. Attempting to place or requesting placement or connecting of non-server-ready material, data, software or products shall be a material breach of this Agreement.

7.2 Rejection

Cemos or the Service provider may, in its sole discretion, reject material, data, software or products that You have placed, attempted to place, or have requested be placed in the servers used for the Service or connected from within your infrastructure. . We shall notify You of its rejection and provide You with an opportunity to amend or modify such material, data, software or products to meet the Service Provider requirements.

7.3 Malicious Code

Any material, data, software or products placed on servers by or through You shall be free of any and all malicious code, including disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers.

8. LIMITED WARRANTY, LIMITATION OF DAMAGES.

8.1 WE RESELL FROM TIME TO TIME OR WHEN YOU ASK THE SERVICE THAT THE THIRD PARTY SERVICE PROVIDERS PROVIDE (THE SERVICE) ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ALL OF WHICH ARE DISCLAIMED, WAIVED AND EXCLUDED. YOU EXPRESSLY AGREE THAT ANY AND ALL USE OF SERVICES OR IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER ARISING BY LAW, CONTRACT, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY AND WORKMANSHIP, ARE HEREBY DISCLAIMED, WAIVED AND EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, YOU AGREE THAT Cemos AND THAT OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS TOTAL MAXIMUM AGGREGATE CUMULATIVE LIABILITY, FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, FINES, PENALTIES, ACTIONS, CAUSES OF ACTIONS, REQUESTS, LAWSUITS, JUDGMENTS, DAMAGES, LIABILITIES COSTS, EXPENSES, PREJUDICES OR LOSSES, ARISING AS A RESULT OF YOU USING THE SERVICE OR IN RELATION TO THIS AGREEMENT, SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED, IN THE AGGREGATE FOR ALL CLAIMS BY ANY AND ALL PERSONS, 50% (FIFTY PERCENT) OF THE FEES ACTUALLY PAID TO Cemos BY YOU UNDER THIS AGREEMENT IN THE ONE MONTHLY BILLING TERM IMMEDIATELY PRECEDING THE CLAIM.

8.3 IN NO EVENT SHALL Cemos OR ITS' AGENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, MANDATARIES, VENDORS AND LICENSORS BE LIABLE TO YOU FOR, ANY INDIRECT, ECONOMIC, SPECIAL, PUNITIVE, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST OR DAMAGE OF DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD WAS DISCLOSED TO THE PARTIES.

8.4 You are fully responsible for the content of the information and data passing through The Service's network or using The Services and for all activities that You conduct with the assistance of The Services.

8.5 We have no liability whatsoever in relation to platforms or any related databases, Web site content and email messages, whether direct or indirect or otherwise.

9. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS

9.1 Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to You. All right, title, and interest in any product or service provided to You is solely the property of The Service provider and its vendors and licensors. These products and services are only for Your use in connection with the Services.

9.2 You hereby represent and warrant to Cemos that You have the right to use any patented, copyrighted, trademarked or proprietary material which You use, post, or otherwise transfer to or by way of The Service servers.

10. HARDWARE, EQUIPMENT, AND SOFTWARE

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access The Services. We make no representations, warranties, or assurances that Your equipment will be compatible with The Services.

11. INDEMNIFICATION

You shall indemnify, defend and hold harmless Cemos (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) of any and all Claims (including third party Claims) arising as a result of or in relation to any breach of this Agreement or fault by You, or in relation to any activities conducted by You through The Services, or otherwise in relation to Your products or services.

12. MISCELLANEOUS

12.1 Governing Law, Jurisdiction, Forum, Attorneys' Fees

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada without regard to its conflicts of laws or its principles. The courts of the province of Quebec or the federal courts of Canada situated therein, as applicable, shall have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject matter. The parties irrevocably agree, consent and submit themselves to the subject matter and personal jurisdiction of the courts of the Province of Quebec and of the federal courts of Canada situated therein for such purposes. This choice of jurisdiction does not prevent either Party from seeking injunctive relief with respect to a violation, infringement or misappropriation of intellectual property rights or confidentiality obligations in any jurisdiction.

12.2 Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

12.3 Waiver

No waiver by Cemos of any breach by You of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by Cemos, and then only to the extent set forth in such writing. We may amend this Agreement, including The Service Level Agreement and the rates and fees, from time to time. Unless otherwise provided in this Agreement, all such modifications or amendments shall be effective immediately upon posting on the Website. YOUR CONTINUED USE OF YOUR ACCOUNT AND/OR THE SERVICES AFTER THE NOTICE PERIOD WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE BY YOU OF ANY SUCH MODIFICATIONS OR AMENDMENTS.

12.4 Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld; provided that Cemos may assign or transfer this Agreement, or any rights or obligations hereunder, in whole or in part: (i) to an affiliate of Cemos or a service provider, (ii) in connection with a merger, amalgamation or sale of all or a substantial part of the business of Cemos, or (iii) for financing, securitization or other similar purposes, which assignments and/or transfers shall operate *novation* and discharge Cemos hereunder without any consent from You. A change of control of You shall be deemed to be an assignment and transfer hereunder and shall be governed by the requirements of this provision.

12.5 Excused Performance

Except for monetary obligations, this Agreement and Your obligations hereunder shall not be affected or impaired because The Service is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond Our control (including any and all labour disputes, strikes and lockouts, third parties, and failures of the Internet) and Cemos's obligations under this Agreement shall be suspended and excused by any such events or circumstances.

12.6 Survival

Sections 8, 9, 11 and this Section 12 of this Agreement shall survive termination.

12.7 Entire Agreement

This Agreement constitutes the entire agreement for provision of The Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Cemos with respect to The Services. You understand and agree that Cemos and You intend to include, as third party beneficiaries of this Agreement, The Service's software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.

April 1 2011

END USER LICENSE TERMS

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

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

1. DEFINITIONS.

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

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

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

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

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

2. OWNERSHIP OF LICENSED PRODUCTS. The Licensed Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of the Licensed Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by Customer only in accordance with the instructions, and only in connection with the services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4. USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO CUSTOMER, WHICH TERMS MUST BE PROVIDED TO YOU BY CUSTOMER.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Customer.

5. COPIES. You may not make any copies of the Licensed Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of

your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Licensed Products.

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

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

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

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY CUSTOMER AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT. Any support for the Licensed Products is provided to you by Customer and is not provided by Microsoft, its affiliates or subsidiaries.

11. NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS. The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and U.S. laws that apply to the Licensed Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

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