

Program Signature Form

MBA/MBSA number

Agreement number

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Microsoft Business and Services Agreement	X20-03002
Services Provider License Agreement	X20-02537
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)*

Signature* _____

Printed First and Last Name*

Printed Title*

Signature Date*

Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Korea, Inc.
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Korea, Inc.

Volume Licensing
 5th FL. POSCO Center West-Wing
 892 Daechi-dong Gangnam-gu
 Seoul, 135-777, Korea

Prepared By: Name of Preparer Email of Preparer

Services Provider License Agreement (Indirect)

Microsoft Partner Network
Member Number
Customer to complete

Microsoft Hosting
Community enrollment
confirmation
Customer must complete

Yes

Previous agreement
number, if any
Customer to complete

Previous agreement
expiration date, if any
Customer to complete

This agreement must be attached to a signature form to be valid.

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This Microsoft Services Provider License Agreement is entered into between the entities and as of the effective date identified on the signature form.

This agreement consists of (1) this Services Provider License Agreement, (2) the signature form, (3) the terms of the Microsoft Business Agreement or Microsoft Business and Services Agreement, as applicable ("Master Agreement"), and (4) the SPUR.

A printed copy of all documents contained in the web locations provided in this agreement may be obtained by Customer and its Affiliates from Microsoft upon request.

Terms and Conditions

A Note on Section Summaries. Some sections of this agreement have a summary at the beginning. These summaries are intended for ease of reference and are not part of the agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.

1. Contact information.

Each party will notify the other in writing if any of the following contact information changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use in administration of this agreement by Microsoft and other parties that help administer this agreement.

- a. **Primary contact information.** Customer must identify an individual from inside the organization to serve as the primary contact. This contact is the online administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City* Postal code*

Country*

Phone* Fax

Tax ID

- b. **Notices contact and online administrator.** This individual receives the contractual notices. They are also the online administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

- c. **Additional electronic contractual notices contact information.** The electronic contractual notices contact will receive electronic contractual notices in addition to the copies provided to the notices contact. This contact is not required if Customer does not need a duplicate set of notices.

Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City* Postal code*

Country*

Phone* Fax

- d. **Language preference.** Select the language for notices. English

- e. **Microsoft account manager.** Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name Seungmin Lee

Microsoft account manager email address seunglee@microsoft.com

- f. **Reseller information.**

Reseller company name* MWORKS Co., LTD

Street address (PO boxes will not be accepted)* #1004 IT Premier tower, 345-50 Gasan dong, Geumchun Gu

City* Seoul **Postal code*** 153-802

Country* Korea

Contact name* Soonmyoung An

Phone* +82-2-6465-1003 **Fax** +82-2-2621-1033

Contact email address* sman@mworks.co.kr

The undersigned confirms that the information is correct.

Name of Reseller* MWORKS Co., LTD

Signature* _____

Printed name*

Printed title*

Date*

2. Customer's Affiliates.

Customer must identify each of its Affiliates, as provided below, before such Affiliates have any rights under this agreement. In addition, the following restrictions apply:

- a. Affiliates must sign an affiliate agreement in a form provided by Microsoft;
- b. Customer shall be legally responsible and indemnify Microsoft for any Affiliate's violation of the terms of this agreement; and
- c. Affiliates must be entire legal entities, not partial entities such as departments, divisions or business units.

When an Affiliate ceases to be Customer's Affiliate, Customer must immediately notify Microsoft of the change in status and the Affiliate must immediately stop exercising any rights permitted by this agreement.

- Customer only
- Customer and all Affiliates are included (including future Affiliates).
- Customer and the following Affiliates:
- Customer and all Affiliates, with the following Affiliate(s) excluded:

3. How to qualify for this program.

To be eligible for this program, Customer must enroll and maintain its status as a Member of the Microsoft Partner Network at any level (Community, Subscriber, Competency, or Advanced Competency) and join the Hosting Community. Microsoft describes the requirements of these programs on a designated Microsoft website.

4. Definitions.

All capitalized terms used, but not defined herein shall have the meanings given to them in the Master Agreement. In addition, the following definitions apply:

"available" means, for purposes of this agreement and notwithstanding the contrary definition in the Master Agreement, licenses for that Product or Client Software that are listed in the SPUR and on the Reseller's price list.

"Client Software" means software that is installed on an End User's device that allows the device to access or use the Products.

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

"End User Agreement" means the agreement between Customer and an End User under which Customer provides Software Services to the End User. With regard to Software Services Resellers, "End User Agreement" means the agreement between the Software Services Reseller and the End User under which the Software Services Reseller provides Customer's Software Services to the End User.

“End User License Terms” means the document entitled “End User License Terms” applicable to the Products. Microsoft will provide a form of the End User License Terms to the Customer. Microsoft may change the form of the End User License Terms from time to time.

“OEM” means original equipment manufacturer.

“Outsourcing Company” means a third party that performs data center management services or installation services for Customer.

“Redistribution Software” means software that may be installed on an End User’s device that may be used, modified, reproduced and/or redistributed by an End User without separate payment. Examples of Redistribution Software are sample, redistributable, and/or software development (SDK) software code and tools. Redistribution Software is a Product.

“Reseller” means a Microsoft authorized reseller of Products for the Services Provider License Agreement program.

“Software Documentation” means any documents included with a Product.

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

“Software Services Reseller” means a legal entity to which Customer grants rights under this Agreement to provide Customer’s Software Services to End Users.

“SPUR” means the services provider use rights, which identifies the Products available in the program and their use rights.

“Zero Use” means Customer and its Software Services Resellers did not use any of the Products to provide Software Services during the prior calendar month.

5. Reseller.

Summary: Customer must designate a Reseller. Customer must notify Microsoft in the event that the relationship between Customer and its Reseller terminates.

a. Reseller. Customer must designate a Reseller by submitting the form provided by Microsoft. Microsoft will make available to Customer a list of the Resellers on a Microsoft designated website. All Resellers:

- (i) are independent contractors who act in their own name and for their own account;
- (ii) have complete discretion regarding pricing, distribution, invoicing and collections; and
- (iii) have no authority to bind or impose any obligation or liability whatsoever upon Microsoft.

Microsoft makes no representations, warranties or guarantees of any kind regarding the services of any Reseller.

b. Change of Reseller. If Customer’s relationship with Reseller terminates, or if Microsoft terminates Customer’s Reseller:

- (i) Customer or Microsoft, as applicable, will use commercially reasonable efforts to provide as much notice as possible prior to such event;
- (ii) Customer will designate a replacement Reseller within 14 days of termination of the Reseller; and
- (iii) Customer will complete and sign a change of Reseller form or Channel Partner form. The change of Reseller or Channel Partner form is available on a Microsoft designated website. The change of Reseller or Channel Partner form must be sent to Customer’s new Reseller for written acknowledgement of its appointment.

6. **How Products may be used.**

Summary: Customer may provide the Products to End Users in the form of Software Services. Customer can use the products for internal use if that use does not constitute the majority of its use, and it reports and pays for that use. Customer has limited rights to copy and distribute Products. Customer may make one backup copy per data center, may distribute the Products only to Outsourcing Companies, and may distribute only Client Software to End Users. Customer may demonstrate the Software Services to third parties, provide the Software Services on a trial basis to third parties, and use the Products for internal evaluation and testing. The Products are not licensed for High Risk Uses.

- a. License grant to provide Products as Software Services.** Subject to the terms of this agreement, Microsoft grants Customer a non-perpetual, non-exclusive, terminable, non-transferable, worldwide and limited right during the term of this agreement to copy, install, access, display, run, distribute, make available or otherwise interact with the Products in order to provide Software Services. These rights extend to the latest version of any Product (or any prior version) as permitted in the SPUR. This agreement does not modify Customer's use of Products licensed solely for internal use under other agreements with Microsoft (e.g., Open, Select or Enterprise license agreements). Customer's rights under this agreement will automatically terminate upon expiration or termination of this agreement. Microsoft reserves all rights not expressly granted.
- b. Internal use.** Customer may use Products for its internal use, so long as:
- (i) Customer reports use in its monthly use report and pays for this use;
 - (ii) Customer's use is less than 50% of the total use of such Products by all of its End Users (calculated on a product-by-product basis) each month; and
 - (iii) the SPUR does not restrict internal use for the Product at issue.
- c. Copying and distribution of Products and Software Documentation.** Customer may not make any copies of the original media except as permitted in this agreement. Customer may make one backup copy of the original media containing the Products for each of its data centers. Customer must include on any copies all copyright, trademark and proprietary notices contained in or on the Products.
- Customer may distribute original media containing Products only to Outsourcing Company and Affiliates. Customer may only distribute original media containing Client Software and/or Redistribution Software to its End Users.
- Customer may not copy any Software Documentation for the Products.
- d. End User Facility installations.** Customer may locate servers ("Servers") containing Products on an End User's premises ("End User Facility") solely to provide Software Services to the End User, provided that the Servers are fully owned or leased by Customer. Upon request, Customer will promptly identify the number of Servers located at each End User Facility and the Products installed on said Servers. Customer shall not permit End User (or any third party providing services to the End User) to access, maintain, or otherwise use the Products, except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement.
- e. Evaluation and testing of Products by Customer.** Customer may install and use the Products on servers connected to Customer's internal networks for internal testing and evaluation for a period of 90 days. This period will begin on the date Customer first acquires the original media for the Product.
- f. End User demonstrations.** Customer may demonstrate its Software Services to prospective End Users so long as such demonstration is consistent with the SPUR, as it may be amended from time to time. Customer may have up to 50 active user IDs for demonstration purposes. Customer must keep records of all demonstrations, including the name of the prospective End User and the number of user IDs used. Customer must make these records available to Microsoft when Microsoft verifies Customer's compliance with this agreement.

g. End User evaluations. Customer may use the Products to provide Software Services on a trial basis to its End Users if the following conditions are met:

- (i) the sole purpose of the trial must be for the End Users' evaluation of the Software Services;
- (ii) the trial may not be longer than 60 days for any given End User;
- (iii) the SPUR must not restrict such use;
- (iv) Customer must have entered into End User Agreements with the End Users; and
- (v) Customer must not charge or receive any fee or benefit from the End Users from the trial.

Customer must keep records of all End User evaluations, including the name and address of the prospective End Users and the total number of user IDs used. Customer must make these records available to Microsoft when Microsoft verifies Customer's compliance with this agreement.

h. Server administration and maintenance. Customer may authorize up to 20 individuals per data center (including employees of any Outsourcing Company performing services for Customer) to access and use the Products for the sole purpose of testing, maintenance and administration of the Products.

i. No High Risk Use. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Customer must not grant any End User the right to use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees to indemnify and hold harmless Microsoft from any third-party claim arising out of End Users' use of the Products in connection with any High Risk Use.

7. Requirements for Software Services Resellers and data center outsourcing.

Summary: Customer may provide Software Services through Software Services Resellers and engage in data center outsourcing provided that Customer takes ultimate responsibility for the third parties, has a proper End User Agreement in place, notifies Microsoft of the third party's identity, obtains permission for Microsoft to conduct inspections of data centers, and takes appropriate steps to destroy or obtain the Products when the license term ends.

a. Distribution of Software Services through Software Services Resellers. Customer may provide Software Services through one or more Software Services Resellers if Customer:

- (i) signs and maintains an agreement ("Software Services Reseller Agreement") with the Software Services Reseller. The Software Services Reseller Agreement must:
 - require the Software Services Reseller to provide Software Services only to End Users;
 - provide that the termination or expiration of this agreement will automatically terminate all rights to use Products in the Software Services Reseller Agreement; and

- include terms substantially similar to the section of the Master Agreement entitled “Verifying compliance” and provide Microsoft the right to verify the Software Services Resellers’ compliance with the agreement;
- (ii) requires each of its Software Services Resellers to sign and maintain End User Agreements with End Users in compliance with the section of this agreement entitled “End User Agreement requirements”; and
- (iii) provides Microsoft with the name and address of Customer’s Software Services Resellers upon Microsoft’s request.

Customer may authorize a Software Services Reseller to distribute original media containing only Client Software and/or Redistribution Software to End Users. Customer is legally responsible to Microsoft for any unauthorized installation, use, copying, access, or distribution of Client Software and/or Redistribution Software by the Software Services Reseller.

- b. Distribution of Software Services through Software Services Resellers that are also End Users.** Customer may provide Software Services through Software Services Resellers that are also themselves End Users, on the same terms and conditions described in subsection 7.a. above, provided that Customer and End User comply with the following additional restrictions.

Nothing in this section shall be construed as giving Customer or End User any rights to modify or use the Products in any manner not expressly authorized in this agreement or the SPUR.

- c. Data center outsourcing.** Customer may install the Products on servers under the day-to-day management and control of Outsourcing Companies. Customer must maintain an agreement with each Outsourcing Company that complies with the requirements of this subsection. Customer may also distribute original media to the Outsourcing Company for installation purposes only and authorize the Outsourcing Company to install the Products on such servers on behalf of Customer, provided that Customer’s agreement with the Outsourcing Company requires the Outsourcing Company to comply with Customer’s obligations regarding installation of the Products as specified in this agreement, the SPUR, and subject to confidentiality restrictions.

- (i) Identification of Outsourcing Company. Customer must provide Microsoft with the name and address of the Outsourcing Company when Microsoft verifies Customer’s compliance with this agreement. Customer’s agreement with the Outsourcing Company must permit this disclosure.

- (ii) Scope of use. Customer is responsible for all of its obligations under this agreement regardless of the physical location of the servers. The Outsourcing Company may only use the Products to perform data center administration, testing and/or maintenance support services for Customer. The Outsourcing Company may not use the Products for any other purpose. Customer will be responsible to Microsoft for any unauthorized installation, use, copying, access or distribution of the Products by the Outsourcing Company.

- (iii) Data center inspection. Subject to any compliance verification pursuant to the terms of the Master Agreement, Microsoft may conduct a reasonable inspection of all servers that contain the Products at the Outsourcing Company’s data centers. Customer’s agreement with the Outsourcing Company must permit this inspection. Inspections will be conducted during regular business hours at the Outsourcing Company’s facilities, with at least 10 business days prior notice. Microsoft will conduct this inspection in a manner that will not interfere unreasonably with the operations of the Outsourcing Company.

- (iv) Copies of Products. When Customer’s agreement with an Outsourcing Company expires or terminates, Customer must use commercially reasonable efforts to (1) remove all copies of the Products on the Outsourcing Company’s servers or render the Products permanently unusable; and (2) ensure that the Outsourcing Company returns or destroys the media containing the Products it has received.

- d. **Compliance with license requirements.** Customer must inform the individuals who have access to the Products that the Products are licensed by Microsoft and may only be used in accordance with the terms of this agreement. Customer will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the Products.

8. **End User Agreement requirements.**

Summary: Customer must maintain End User Agreements with all End Users. End User Agreements must include restrictions on changing embedded notices and on reverse engineering, disclaimers of warranties, pertinent provisions from the SPUR, protections of Microsoft's intellectual property, and a notice that Microsoft is not responsible for support. Customer will be responsible for unauthorized use where it fails to comply with the requirements of this section. Customer must provide the End User License Terms to End Users using Client Software or Redistribution Software. Customer must remove all Client Software and Redistribution Software Devices from the End User within 30 days of the termination of an End User Agreement.

- a. **Minimum required terms.** Customer must maintain End User Agreements with all End Users. Customer must ensure that the End User Agreements are effective and binding in all applicable jurisdictions. End User Agreements must, at a minimum:
- (i) prohibit the End User from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the Products;
 - (ii) prohibit the End User from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law;
 - (iii) disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Software Services;
 - (iv) state that Customer or a third party on Customer's behalf (and not Microsoft or its suppliers) will provide technical support for the Software Services;
 - (v) include terms at least as protective of Microsoft's intellectual property rights as contained in this agreement;
 - (vi) permit the disclosures of End User information required by this agreement; and
 - (vii) include limitations at least as protective as those stipulated in the subsection entitled "No High Risk Use."
- b. **End User License Terms.** If Customer distributes Client Software or Redistribution Software, the End User Agreements must include terms that are substantially similar to, but no less restrictive than, the End User License Terms. Customer must ensure that the End User License Terms are effective and binding in all applicable jurisdictions. Microsoft will provide the Customer a form of the End User License Terms, which may be updated from time to time upon at least 30 days notice. Customer is responsible for supplementing the End User License Terms with the applicable terms contained in the SPUR regarding the use, modification, copying and/or distribution of such Products. Customer may, subject to confidentiality restrictions, disclose the SPUR to Customer's Affiliates, End Users and Software Services Resellers to fulfill these obligations.
- Customer is responsible to Microsoft for any unauthorized installation, use, copying, access or distribution of Client Software and/or Redistribution Software by an End User if Customer fails to comply with the terms of this section.
- c. **Compliance.** If Microsoft believes in good faith that any End User is not complying with the End User License Terms, Customer must cooperate in good faith with Microsoft to investigate and remedy the non-compliance.

- d. **Copies of Products.** Within 30 days of the termination of an End User Agreement, Customer shall:
- (i) remove all copies of Client Software and/or Redistribution Software from the End User's devices or otherwise render the Products permanently unusable; and
 - (ii) ensure that the End User returns or destroys all copies of Client Software and Redistribution Software that it received.

9. ***Additional requirements and obligations.***

Summary: Generally, Customer must preserve and pass-through intellectual property notices, and abide by certain trademark and logo usage requirements. Customer must also refrain from engaging in piracy or distributing Products to any party that Customer knows is engaged in these activities. Customer also must comply with all applicable laws and regulations. Customer must defend, indemnify and hold Microsoft harmless from any claim arising as a result of Customer's failure to abide by the terms of this section.

- a. **Copyright, trademark, and patent notices.** Customer must not remove any copyright, trademark, or patent notices contained in or on Products. Customer has no right under this agreement to use any Microsoft logos in any manner whatsoever. Whenever a Product is first referenced in any written or visual communication, Customer must use the appropriate trademark, Product descriptor and trademark symbol (either "™" or "®"), and clearly indicate Microsoft's (or Microsoft's suppliers') ownership of such marks. For information on Microsoft trademarks, including a listing of current trademarks, see <http://www.microsoft.com/trademarks>. Customer must not undertake any action that will interfere with or diminish Microsoft's (or Microsoft's suppliers') right, title and/or interest in the trademark(s) or trade name(s). At Microsoft's request, Customer must provide Microsoft with samples of all of Customer's written or visual materials that use a Product name.
- b. **Anti-piracy.** Customer must not engage in the manufacture, use distribution or transfer of counterfeit, pirated or illegal software. Customer may not distribute or transfer Products to any party that Customer knows is engaged in these activities. Customer must report to Microsoft any suspected counterfeiting, piracy or other intellectual property infringement in computer programs, manuals, marketing materials or other materials owned by Microsoft and/or its licensors as soon as Customer becomes aware of it. Customer will cooperate with Microsoft in the investigation of any party suspected of these activities.
- c. **Government approvals.** Customer must exercise its rights under this agreement with all necessary government approvals. Customer also must comply with all applicable laws and regulations.
- d. **Indemnity.** Customer must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) its improper installation of a Product; (2) any software virus introduced by Customer; (3) its violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the Products by an End User (or any third party providing services to the End User). In addition, Customer is liable to Microsoft for all damages, costs, and expenses, including reasonable attorneys' fees, resulting from Customer's continued distribution of an allegedly infringing Product after Microsoft provided Customer with notice to stop.
- e. **Anti-Corruption and Anti-Money Laundering Policy.**
 - (i) **Compliance with Anti-Corruption Laws.** Customer will comply with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and the Canadian Criminal Code and Corruption of Foreign Public Officials Act. Neither Customer nor any of its representatives shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, or public international organization, or any candidate for political office, to (1) improperly influence any act or decision of such official, employee, or

candidate for the purpose of promoting the business interests of the other party in any respect, or (2) otherwise improperly promote the business interests of the other party in any respect.

(ii) **Anti-Money Laundering.** Neither Customer nor any of its representatives shall use its relationship with Microsoft to attempt to disguise the sources of illegally obtained funds.

(iii) **No Retaliation.** Customer will not retaliate against anyone who has, in good faith, reported a possible violation of this section or refused to participate in activities that violate this section.

10. ***How to know what Product use rights apply.***

Summary: This section describes where to find the use rights that apply to Products, when Microsoft can change those use rights, and when Microsoft can withdraw a Product from the program and how that would affect Customer.

- a. **SPUR availability.** The SPUR is published periodically on a Microsoft website.
- b. **Applicable Use Rights.** The Product use rights in the SPUR when Customer first provides Software Services with a version of a Product remain in effect for the term of the agreement, subject to the following: (1) if Microsoft introduces a new version of a Product and Customer uses the new version, Customer must abide by the use rights for the new version; and (2) if Customer provides Software Services with an earlier version of a Product (i.e., a downgrade), the use rights for the version of the Product in the SPUR when Customer first provides Software Services with the Product under this agreement will apply, provided that if the Product has components that are not part of the version originally used, any subsequent use rights specific to those components will apply to those components. Microsoft may revise the SPUR in order to (1) add use rights for new Products or new versions of Products and (2) to make non-substantive changes.
- c. **Removal of Products from the SPUR.** Notwithstanding anything to the contrary, if Microsoft notifies Customer of the removal of a Product from the SPUR due to an intellectual property infringement claim or in accordance with a court or other governmental order, Customer must immediately cease any use or distribution of the allegedly infringing Product. If a Product is removed from the SPUR for any other reason, Customer may continue to license the removed Product for the term of the agreement.
- d. **End User License Agreement applicability.** This agreement supersedes any end user license agreement (“EULA”) that may accompany a Product. If a EULA accompanies a fix, the use rights contained in that EULA (but not any warranties from Microsoft), which do not conflict with the SPUR, apply.

11. ***Monthly use reports.***

Summary: In general, Customer must submit consolidated monthly use reports or zero use reports, whether or not any use was made during the preceding month, on behalf of itself, its Affiliates and its Software Services Resellers, to its Reseller. The reports must be certified by an authorized representative of Customer.

Customer must submit either a monthly use report or zero use report to its Reseller within 10 days after the last day of each month or on a date agreed to by Customer and its Reseller. An authorized representative of Customer must certify that the monthly use report or zero use report is accurate and complete.

- a. **Monthly reporting.** Customer’s Reseller will provide Customer details on the format of and procedure for submitting the reports. Customer must provide all applicable information requested in the monthly use report. At a minimum, each monthly use report must include the following information:

- (i) the total number of licenses required for each Product that Customer used during the preceding calendar month;
- (ii) End User name and address if the End User generated more than US\$1,000 per month in revenue to Microsoft; and
- (iii) the country in which the End User is located.

Customer's monthly use report must include and consolidate the use of the Products by its Affiliates and Software Services Resellers. Customer's Affiliates and Software Services Resellers do not submit monthly use reports directly to Customer's Reseller. Customer does not need to provide a monthly use report for End User demonstrations, End User evaluations, Customer's evaluation and testing of Products, or server administration and maintenance.

- b. **Zero use.** Customer must submit a zero use report to its Reseller. A zero use report is submitted only if Customer had Zero Use.
- c. **Final monthly use report.** Customer must submit, within 30 days of termination or expiration of this agreement, a final monthly use report or zero use report to its Reseller. The report must cover Customer's use of the Products through the date of termination or expiration.
- d. **Obtaining Products and Software Documentation.** Software Documentation and original media containing the Products may be ordered from Customer's Reseller. Microsoft may limit the number of copies of original media and Software Documentation that Customer's Reseller may order from Microsoft. Microsoft will provide Customer with the necessary codes to permit installation, re-installation and copying of the Products, subject to the terms of this agreement.

Customer may also obtain certain Products from an OEM to the extent permitted in the SPUR. These Products must be preinstalled on the computer system purchased from the OEM by Customer.

12. ***Invoices and unlicensed use.***

Summary: Customer's Reseller will invoice Customer monthly based upon the number of licenses reported in Customer's monthly use report.

- a. **Reseller Invoices.** Customer's Reseller will invoice Customer monthly based upon the number of licenses reported in Customer's monthly use report (including any internal use).
- b. **Unlicensed use.** If an action to verify compliance with this agreement reveals unlicensed use, Customer shall pay 115% of the per unit price for each unpaid license. Microsoft will presume that such unreported use began upon commencement of each End User relationship with Customer, unless Customer reasonably demonstrates a different scope and duration.

13. ***Technical support services.***

Summary: This agreement does not include support services. Customer may obtain support from Microsoft under a separate agreement.

The program does not include support services for Customer or its End Users. Customer must provide support for its End Users either itself or by obtaining and continuously maintaining support for its End Users through Microsoft or a third party. For more information about Microsoft support services, see <http://support.microsoft.com> or a successor site that Microsoft identifies.

14. ***Term and termination.***

Summary: The term of this agreement is three years. Customer may request an extension

solely to support existing End Users, which Microsoft has sole discretion to grant or deny. Customer may terminate the agreement upon notice. Microsoft may terminate the agreement if Customer breaches. Upon termination, Customer must certify, on behalf of itself and its Software Services Resellers, the return or destruction of the Products.

- a. Agreement term.** The term of this agreement is three years from the effective date identified on the signature form. Microsoft may terminate this agreement earlier as described below. Microsoft will provide Customer with 60 days prior written notice of Agreement expiration. Unless Customer receives an extension of their Agreement, Customer will need to sign a new Services Provider License Agreement to continue offering Software Services to its End Users.
- b. Extension.** Not less than 30 days before the agreement expires, Customer may request an extension of this agreement, which Microsoft in its sole discretion may approve or deny. Customer may only request an extension if Customer will not sign any new End User Agreements and Customer has continuing obligations under existing End User Agreements to provide Software Services beyond the term of this agreement. Customer's request must include the total quantity and expiration dates of any End User Agreements that extend beyond the initial term. If Microsoft agrees to extend the agreement:
- (i) the extension period will be either the longest remaining End User Agreement period or 12 months, whichever period is shorter; and
 - (ii) Customer may not provide Software Services to any new End Users or extend any existing End User Agreements.
- c. Earlier termination.** Customer may voluntarily terminate this agreement without cause upon 60 days prior written notice to Microsoft. Either party may terminate this agreement for cause upon 30 days written notice, during which time the breaching party has a right to cure before the termination will become effective.

Microsoft may immediately terminate this agreement by giving notice to Customer if:

- (i) Customer's breach is not curable within 30 days;
- (ii) Customer breaches the subsection of the Master Agreement entitled "Assignment";
- (iii) required by a valid judicial or governmental order;
- (iv) Customer commits three or more material breaches of the use rights contained in the SPUR;
- (v) Customer engages in any unauthorized manufacture, copying, distribution or use of any Products, or otherwise engages in the infringement of Microsoft's intellectual property rights;
- (vi) Customer reports Zero Use for more than six consecutive months;
- (vii) Customer becomes insolvent, voluntarily or involuntarily enters bankruptcy (or is placed in the hands of a receiver, liquidator, administrator, or a trustee is appointed to operate or liquidate Customer, or an order has been made preparatory to any of these), reorganization, composition or other similar proceedings under applicable laws, admits in writing its inability to pay debts, or makes or attempts to make an assignment for the benefit of creditors; or
- (viii) Customer fails to enter into a Microsoft Services Provider License Agreement through an alternative Reseller within fourteen (14) days after Customer's relationship with a Reseller terminates.

- d. Obligations on termination or expiration.** Upon termination or expiration of this agreement, Customer must return all copies of the Products (including their component parts) and Software Documentation that Customer received under this agreement to its Reseller. Customer's Reseller may instead instruct Customer to delete and destroy the Products, their component parts and Software Documentation. Customer must certify to Microsoft the deletion and destruction. Customer must instruct its Affiliates, End Users,

and Software Services Resellers to do the same. Microsoft will not refund any amounts paid for Software Documentation or original media that have been destroyed.

- e. **Effect of termination or expiration.** To the extent necessary to implement the termination provisions of this agreement, each party waives any right it has or obligation that the other party may have, now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision, or judgment of any court to terminate this agreement.

15. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies must be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile (425) 936-7329

- b. **Order of precedence.** In the case of a conflict between any documents identified on the first page that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the terms and conditions of the Master Agreement; and (3) the SPUR.
- c. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any Product. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- d. **Amending the agreement.** This agreement may be amended only by a formal written agreement signed by both parties. The SPUR (including any documents referenced therein) may be changed by Microsoft in accordance with the terms of this agreement.
- e. **Relationship between parties.** Neither this agreement as a whole nor any specific term or condition will be interpreted as creating a partnership, joint venture, agency, or franchise relationship between the parties.
- f. **Force Majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- g. **Survival.** Sections of this agreement that, by their terms, require performance after termination or expiration of this agreement, including but not limited to, provisions regarding use rights, restrictions on use, compliance with laws, compliance verification and obligations on termination or expiration of this agreement, will survive termination or expiration of this agreement.

In any case where the laws of any of the jurisdictions cited below apply, the following country-specific provisions will replace or supplement the equivalent provisions above:

Australia

Supplement Terms and Conditions, Section 15, Miscellaneous, with the following new subsections:

- h. Privacy.** Customer warrants that Customer will take all steps required under privacy and/or data protection laws so that the provision to Microsoft or Microsoft's Affiliates of any data from which an individual's identity can reasonably be ascertained, and use of that data by Microsoft or Microsoft's Affiliates in accordance with this agreement, will not give rise to any cause of action against Customer or Microsoft or Microsoft's Affiliates.
- i. No reliance.** Customer acknowledges that neither Microsoft nor Microsoft's Affiliates or agents have made any representation to Customer about any Microsoft products or services on which Customer has relied in deciding to acquire them or to enter into this agreement. Customer warrants that Customer has relied on Customer's own skill and judgment or that of Customer's advisers in relation to these matters.

Macao (Special Administrative Region of the People's Republic of China)

Supplement Terms and Conditions, Section 15, Miscellaneous, with the following new subsection:

- h. Privacy.** Customer warrants that Customer will take all steps required under privacy and/or data protection laws so that the provision to Microsoft or Microsoft's Affiliates of any data from which an individual's identity can reasonably be ascertained, and use of that data by Microsoft or Microsoft's Affiliates in accordance with this Agreement, will not give rise to any cause of action against Customer or Microsoft or Microsoft's Affiliates.
- i. No Representations.** Customer acknowledge that neither Microsoft nor Microsoft's Affiliates or agents have made any representation to Customer about any Microsoft products or services on which Customer has relied in deciding to acquire them or to enter into this Agreement. Customer warrants that Customer has relied on Customer's own skill and judgment or that of Customer's advisers in relation to these matters.

