

**Microsoft SPLA- End User License Terms (MS SPLA)**

For ALL Microsoft Services and Products – Revised 05/01/2022

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The parties further agree as follows:

**Definitions**

For the purpose of this MS SPLA, the following definitions will apply.

- **"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, "smartphone", or other electronic device.
- **"Server Software"** means software that provides Services or functionality on a computer acting as a server.
- **"Redistribution Software"** means software described in Paragraph ("Use of Redistribution Software") below.

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Client must not engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. Client may not distribute or transfer Licensed Products to any Party that you know is engaged in these activities. Client 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, its Affiliates and/or its licensors as soon as you become aware of it. Client will cooperate with Microsoft in the investigation of any Party suspected of these activities.

### **Use of Client Software**

Client may use the Client Software installed on Client's Devices by Provider only in accordance with the instructions, and only in connection with the Services, provided by Provider. The terms of this MS SPLA 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.

### **Use of Redistribution Software**

In connection with the Services provided to you by Provider, 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 SERVICE PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO PROVIDER, WHICH TERMS MUST BE PROVIDED TO CLIENT BY PROVIDER.** Microsoft does not permit Client to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Provider.

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Without prejudice to any other rights, Provider may terminate Client's right to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation, Client must stop using and/or accessing the Licensed Products and destroy all copies of the Licensed Products and all of their component parts.

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**THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS 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.**

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### **Disclosure of Information**

Client hereby consents to Provider to provide information regarding Client's Account to Microsoft to the extent it is required to do so under the terms of its license agreement with Microsoft.

### **Liability for Breach**

In addition to any liability Client may have to Provider, Client agrees that Client will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

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