MASTER SERVICE AGREEMENT – MICROSOFT CLOUD SOLUTION PROVIDER HOSTING

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING PLEXHOSTED PROVIDED MICROSOLFT CLOUD SOLUTION PROVIDER 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 CLICKING "I AGREE", ORDERING AND/OR USING PLEXHOSTED SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS MASTER SERVICE AGREEMENT, THE ATTACHED APPENDIX 1: MICROSOFT CUSTOMER AGREEMENT, THE PLEXHOSTED ACCEPTABLE USE POLICY, THE PLEXHOSTED SERVICE LEVEL AGREEMENT (THE "SERVICE LEVEL AGREEMENT" OR "SLA"), THE PLEXHOSTED PRIVACY POLICY AND THE PLEXHOSTED NO-SPAM POLICY, EACH OF WHICH MAY BE FOUND AT http://www.plexhosted.com/company/legal.html (COLLECTIVELY, THE "AGREEMENT").

(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 PLEXHOSTED LLC, with offices at PO Box 149, Jamestown, RI 02835 ("PLEX"), and the recipient and payer of Services hereunder as identified as part of the subscription process for PLEX Services ("You" and, where appropriate, "Your", "Yours" or "Yourself").

PLEX and You agree as follows:

1. SCOPE; ACCESS; SECURITY

1.1 Provision of Services.
Subject to and in accordance with the terms of this Agreement, including any Appendices, PLEX grants You a non-exclusive, non-sub-licensable, non-transferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. For present purposes, "Services" means such Microsoft Cloud Solution Provider services as Office 365, Azure, Mobile App, SharePoint Microsoft Dynamics CRM, and other Microsoft-hosted online services as PLEX may offer from time to time. Services may be used by Your users for internal business purposes only. You agree to comply with the terms and conditions of this Agreement, including any Appendices, and with all applicable PLEX procedures and policies that further define use of the Services. You acknowledge and agree that the actions of any of Your users with respect to the Services will be deemed to be actions by You and that any breach by any of Your users of the terms of this Agreement, including any Appendices, will be deemed to be a breach by You.

1.2 Account Information and Ownership.
You agree to maintain accurate Account information by providing updates to PLEX promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant account contact or billing information. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by PLEX to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any PLEX account or any portion thereof, including Your account, PLEX will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, PLEX may immediately suspend, alter or terminate any relevant account, including Your account, or any portion thereof. You will reimburse PLEX for any legal fees and other fees incurred with respect to any dispute regarding control or ownership of Your account or Your data or the same of another PLEX customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You, the counterparty to this Agreement, and not any individual User, including any Account contact registered with PLEX, regardless of any administrative designation (e.g., Administrator, Billing Contact, Owner, etc.) and (ii) PLEX may request any documentation it requires to establish ownership and rights to Your account and any related Data;

provided that any user with an administrative designation has the authority to bind You to any amendments, modifications or acknowledgements regarding this Agreement or otherwise relating to the Services.

1.3 Account Security and Activity.

You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your account access information, and (ii) all activities that occur in connection with Your account, whether initiated by You, by others on Your behalf or by any other means. You will notify PLEX immediately of any unauthorized use of Your account, access Information or any other actual or potential breach of security. You acknowledge and agree that PLEX will not be liable for any loss that You may incur as a result of any party using Your access information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by PLEX, any PLEX party, or another party due to any party using Your access information. PLEX strongly recommends that You keep Your access information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. PLEX specifically disclaims all liability for any activity in Your account, whether authorized by You or not.

2. LAWFUL USE OF THE SERVICES

You agree to use all Services provided to You hereunder only for Your lawful, appropriate, and permitted internal purposes hereunder. In no event may You resell the Services. In addition, You may not use the Services if You are a competitor of PLEX (as determined by PLEX in its sole discretion). In the event that your use of the Services violates any law, rule or regulation or this Agreement, PLEX 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 any Renewal Term (each, as defined below).

a. Monthly Plan Agreement Term. For monthly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until the thirtieth (30th) day 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.

b. Prepaid Yearly Plan Agreement Term. For prepaid yearly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, through the end of the twelve (12) calendar month period thereafter. "Renewal Terms" for prepaid yearly plans are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.

c. Defined Term Plan Agreement Term. For defined term plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until the end of such defined term. "Renewal Terms" for defined term plans are defined as the agreed term in months beginning at the end of the Initial Term and each subsequent defined term in months thereafter.

d. 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 PLEX.

e. In some cases, PLEX may offer a 30 day trial for the Services. If You choose to participate in the 30 day trial, You will order the Services in the usual and customary manner, and PLEX will delay billing for 30 days for those Services You choose and are offered under the 30 day trial. During the 30 day trial, You may cancel the Services in the usual and customary manner during the 30 day trial and PLEX will terminate those Services immediately with no charge to You for those Services. If you do not cancel the Services during the 30 day trial, PLEX will charge You the fees set forth in the order form created at the outset of the 30 day

trial per Section 4 below. No customer or customer organization may participate in a 30 day trial for a particular PLEX Service more than once annually.

3.2 Termination for convenience and cancellation policy

a. Monthly Plan. You may terminate the Agreement for convenience at any time on fifteen (15) days advance notice by logging into the PLEX portal at - https://plexhosted.com/billing/clientarea.php. The termination effective date will be fifteen (15) days after receipt of the written notice. If You terminate for convenience a monthly plan prior to the end of the then current Term, PLEX 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. For plans that are having a different billing cycle than monthly, such as a three (3) month or a six (6) month cycle, You shall be reimbursed for the unused month(s) after the termination effective date. In every case, only full months shall be reimbursed, no partial monthly fees shall be refunded.

For plans that terminate prior to the 12 month anniversary of Your use of the Services and include Data Migration at a 100% discount, as described in 4.2 Data Migration below, the associated Data Migration invoice received by you at the start of the plan, shall have the 100% discount removed and will become due and payable in full on the date you terminate the Services.

b. Prepaid Yearly Term.

1) For all Services with a prepaid yearly term contract, you may terminate the Agreement for convenience with a fifteen (15) day advance notice before the end of the Term by logging into the PLEX portal at - https://plexhosted.com/billing/clientarea.php. However, if the written notice is received after this required fifteen (15) days but before the end of the Term, PLEX may charge You a fee of $15.00 to proceed with the cancellation.

2) If you terminate your account for convenience prior to the end of the Term, PLEX will not reimburse any prepaid fees and/or if your account has automatically renewed and we did not receive your written notice on time, You will be charged for all the months remained unpaid.

c. Defined Term Plan. You may terminate the Agreement for convenience at any time on ninety (90) days advance notice by logging into the PLEX portal at - https://plexhosted.com/billing/clientarea.php. The termination effective date will be ninety (90) days after receipt of the written notice. If You terminate for convenience such plan prior to the end of the then current Term, PLEX shall not be required to refund You fees already paid and You will be charged the entire ensuing ninety (90) day period before which the effective termination date occurs.

3.3 Termination by PLEX without cause
PLEX 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.

a. Monthly Plan. For monthly plans, if the effective termination date occurs prior to the end of the then current Term, PLEX shall refund or not charge You the monthly fees for the month in which Services terminate.

b. Prepaid Yearly Term. If PLEX terminates a prepaid yearly term Agreement for convenience prior to the end of the then current Term without cause, a refund equal to the prepaid hosting fees attributable to the remaining month(s) PLUS the fee for the month in which the contract is terminated LESS any unpaid fees shall be issued within thirty (30) calendar days of account termination to the credit card on record at time of termination. This refund shall be Your sole and exclusive remedy and PLEX's entire aggregate liability for PLEX's early termination of the Agreement without cause.

      c.   Defined Term Plan. If PLEX terminates a defined term plan Agreement for convenience prior to the end of the then current Term, PLEX shall refund or not charge You the fees attributable to the remaining unused months of the current Term.

3.4 Termination for Cause

      a.   By You. To terminate Your account for PLEX's material breach of the terms or conditions of this Agreement, You shall provide to PLEX's legal department in writing, via email (legal@plexhosted.com) or via certified mail, the details of PLEX's material breach and allow PLEX thirty (30) days to cure any such violation prior to termination of this Agreement. You may only terminate this Agreement if PLEX fails to cure the alleged material breach within such thirty (30) day delay.

      b.   PLEX 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 PLEX's 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, PLEX shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to PLEX as per this Agreement.

3.5 Following Termination
TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OWED TO PLEX AS PER THIS AGREEMENT. YOUR DATA AND ACCOUNT SETTINGS SHALL BE IRREVOCABLY DELETED 15 DAYS FROM THE DATE OF TERMINATION (OR AS OTHERWISE SET FORTH IN THE SLA) UNLESS YOU HAVE BY SUCH DATE PAID ALL AMOUNTS AND DAMAGES OWED TO PLEX, INCLUDING WEB SITE CONTENT, DATABASES, AND EMAIL MESSAGES. IT SHALL BE YOUR SOLE 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 in the order form created at the outset of Your account shall be effective for the Initial Term and each Renewal Term of this Agreement, provided that PLEX 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. If You terminate the Services prior to the 12 month anniversary date of the Services first use, please note that You may be liable for Data Migration termination fees as described in 4.2 Data Migration bellow.

4.2 Data Migration.
In some cases PLEX may offer and You may accept data migration services to move Your designated data from an existing hosting environment to the new hosting environment for the purpose of using the Services described herein ("Data Migration"). In such cases and upon commencement of the Services, You will receive an invoice calculated at the prevailing Data Migration price per user for Data Migration with an associated one-hundred percent (100%) discount. In the event You terminate the Services prior to the 12 month anniversary of Your use, the 100% discount associated with the invoice for Data Migration will be removed and the invoice will become due and payable upon the date you terminate the Services. After the 12 month anniversary of Your use of the Services, the invoice for Data Migration will become null and void.

4.3 Billing and Payment Arrangements
PLEX will bill You on a monthly basis for all recurring fees. PLEX's payment preference is credit card as described below. Additionally and at PLEX's option You may request payment by check or wire transfer. For payment by wire transfer, all wire transfer fees are the responsibility of You, the sender. One-time fees, including late payment fees, invoice processing fees, and returned check fees may occur at any time. All 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 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.

4.4 Payment by Credit Card

a. For payment by credit card, PLEX shall provide an invoice to You. You may view and print the invoice for Your account using the Account Manager. At the beginning of each term, PLEX will apply the current monthly charges to Your credit card number which You entered into the Account Manager.

b. It is Your responsibility to keep Your credit card information up-to-date at all times. Deleting Your credit card information at any time may be considered grounds for immediate termination. In the event charges to Your credit card fail, PLEX shall email a warning to Your account billing contact. If, after ten (10) days, PLEX is unable to bill Your credit card, PLEX may suspend Your access to or terminate any Services. During suspension, existing data will not be affected. After fifteen (15) days of non-payment from the date Your credit card was initially charged, PLEX shall have the right to immediately terminate this Agreement and delete all your Data as per the above.

c. In the event You issue a chargeback or reversal of charges without first following the procedures in Section 3, the You will be responsible for a $50.00 billing service fee.

4.5 Excessive use
You shall monitor and maintain Your accounts within all plan-specified limits and in a manner that does not disrupt the activities of other PLEX customers. In the event Your usage exceeds the limits for Your account or may disrupt the activities of other PLEX customers, You agree PLEX may, in its 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 PLEX's 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.

4.6 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

PLEX may update, amend, modify or supplement the terms and conditions of this Agreement from time to time by updating this Agreement on its web site. You are responsible for regularly reviewing the most current version of this Agreement at any time at http://www.plexhosted.com/legal/. If You continue to use the Services following any such amendment, modification or supplement, such use will be deemed acceptance of such update, amendment, modification or supplement by You. 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 Provided "As Is"
This section applies only to customers with accounts created on experimental "Beta" plans and platforms. The Service Level Agreement does not apply to such "Beta" plans or platforms, and PLEX has no liability

whatsoever in relation to any such "Beta" plans or platforms or any related databases, web site content and email messages, whether direct or indirect or otherwise. 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.

6.2 Upgrades
PLEX may upgrade software on "Beta" programs when and as PLEX deems necessary in its sole discretion. Without limitation, PLEX does not represent or warrant that new 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
PLEX has the right to terminate any "Beta" program or plan at any time without cause or notice. PLEX may convert the "Beta" servers to a PLEX Services plan selected at PLEX's sole discretion. To discontinue the account and avoid incurring increased charges under selected PLEX Service plan, You must terminate the account in accordance with the termination provisions in Section 3 of this Agreement.

7. MATERIAL, DATA, SOFTWARE, OR PRODUCTS

7.1 Server Ready
Any material, data, software or products You provide to PLEX in connection with PLEX Services shall be server ready, meaning that they shall be in a condition and form, as determined solely by PLEX, which requires no additional manipulation or verification on the part of PLEX. Attempting to place or requesting placement of non-server-ready material, data, software or products on PLEX's servers shall be a material breach of this Agreement.

7.2 Rejection
PLEX may, in its sole discretion, reject material, data, software or products that You have placed, attempted to place, or have requested be placed on PLEX's servers. PLEX 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 requirements of PLEX.

7.3 Malicious Code
Any material, data, software or products placed on PLEX's 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 PLEX PROVIDES SERVICES 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 IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER RISING 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 TO THE CONTRARY IN THIS AGREEMENT, YOU AGREE THAT PLEX'S (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, INCLUDING REASONABLE ATTORNEYS FEES ("CLAIMS") ARISING AS A RESULT OF OR IN RELATION TO THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED, IN THE AGGREGATE FOR ALL CLAIMS BY ANY AND ALL PERSONS, 100% OF ALL FEES ACTUALLY PAID TO PLEX BY YOU UNDER THIS AGREEMENT FOR THE ONE MONTH PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

8.3 PLEX AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, GAINS OR OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, REGARDLESS OF WHETHER PLEX HAS BEEN ADVISED OF SUCH DAMAGES OR THEIR POSSIBILITY.

8.4 You agree that Your recourses and remedies and PLEX's (and its SUBSIDIARIES', AFFILIATES', OFFICERS', EMPLOYEES', AGENTS', PARTNERS', MANDATARIES', VENDORS' AND LICENSORS') liability hereunder may be further limited by the Service Level Agreement.

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

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 PLEX 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 PLEX 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 PLEX 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. PLEX makes no representations, warranties, or assurances that Your equipment will be compatible with PLEX services.

11. INDEMNIFICATION
You shall indemnify, defend and hold harmless PLEX (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 State of Georgia, USA without regard to its conflicts of laws or its principles. The courts of the State of Georgia or the federal courts of the USA 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 State of Georgia and of the federal courts of the USA 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 PLEX 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 PLEX, and then only to the extent set forth in such writing. We may modify or 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. You may request a copy of the revised Agreement by emailing us at legal@plexhosted.com. 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 PLEX may assign or transfer this Agreement, or any rights or obligations hereunder, in whole or in part: (i) to an affiliate of PLEX, (ii) in connection with a merger, amalgamation or sale of all or a substantial part of the business of PLEX, or (iii) for financing, securitization or other similar purposes, which assignments and/or transfers shall operate novation and discharge PLEX hereunder. 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 PLEX 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 PLEX's control (including failure of a part of the power grid, failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry) and PLEX'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 PLEX with respect to the Services. You understand and agree that PLEX and You intend to include, as the sole third party beneficiaries of this Agreement, PLEX's software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.

Appendix 1: Microsoft Customer Agreement

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

General Terms

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

License to use Microsoft Products

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

b. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. **Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

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

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

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a

Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

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

(1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

(2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

(3) work around any technical limitations in a Product or restrictions in Product documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

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

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

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

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

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

a. **Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

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

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each

party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

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

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

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

Product warranties.

a. **Limited warranties and remedies.**

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

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

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

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

c. **Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Defense of third-party claims.

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

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

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

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

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

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain

subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

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

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

c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

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

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

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

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

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

e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

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

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

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

Term and termination.

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

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

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

   (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

   (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

   (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

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

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

c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

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

e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

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

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

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

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

j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

> Microsoft Corporation
> Dept. 551, Volume Licensing
> 6100 Neil Road, Suite 210
> Reno, Nevada 89511-1137
> USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

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

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

   (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

   (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

   (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

   The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

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

o. **Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

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

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

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

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

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

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

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

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

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

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

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

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

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

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

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

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

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

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.