

Microsoft SPLA Acceptable Use Policy

MICROSOFT SOFTWARE USE TERMS AND CONDITIONS

This document concerns your use of Microsoft software, which includes computer software provided to you by DiamondIT as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually or collectively “SOFTWARE PRODUCTS”). DiamondIT does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which DiamondIT needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with DiamondIT, and to your understanding of, compliance with and consent to the following terms and conditions, which DiamondIT does not have authority to vary, alter or amend.

1. DEFINITIONS. For purposes of this Appendix, the following definitions shall 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, “smart phone”, 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 4 (“Use of Redistribution Software”) below.

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

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by DiamondIT only in accordance with the instructions, and only in connection with the services, provided by you by DiamondIT.

4. USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by DiamondIT, you may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO DIAMONDIT, WHICH TERMS MUST BE PROVIDED TO YOU BY DIAMONDIT. Microsoft does not permit

you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by DiamondIT.

5. **COPIES.** You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by DiamondIT; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with DiamondIT, upon notice from DiamondIT or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

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

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

8. **TERMINATION.** Without prejudice to any other rights, DiamondIT may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

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

10. **PRODUCT SUPPORT.** Any product support for the SOFTWARE PRODUCTS is provided to you by DiamondIT and is not provided by Microsoft or its affiliates or subsidiaries.

11. **NOT FAULT TOLERANT.** THE SOFTWARE 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 SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

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

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