MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT ADVANCED THREAT ANALYTICS

If you licensed Microsoft Advanced Thread Analytics through Microsoft's Volume Licensing or MSDN Programs, your use of this software is subject to the terms and conditions of the applicable Program agreements. After the evaluation term has expired, you may not use this software if you have not validly acquired a license for the software from Microsoft or its licensed distributors.

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,

- supplements,

- Internet-based services, and

- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.

PART 1 - EVALUATION USE RIGHTS

In addition to Sections 4-9 and 11-13 in Part 2 of this agreement, the following sections apply to the software named above when installed for evaluation purposes, which includes the media on which you received it, if any.

1. INSTALLATION AND USE RIGHTS – EVALUATION ONLY.

a. You may install and use any number of copies of the software on your devices. You may use the software only to demonstrate and internally evaluate it.

b. You may install and use the software in a live production environment. You acknowledge that software which has not been validated with a product key will not receive support from Microsoft. You agree to take adequate precautionary measures to back-up and protect all data and otherwise prevent any harm greater than you are willing to bear resulting from any failure of the software. You hereby acknowledge and agree that to the greatest extent permitted by law, you assume the risk of and are fully responsible for any and all harm that may result from use of the software in a live production environment.

c. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

d. Third Party Programs. The software may include third party programs. Notices, if any, may be found in the ThirdPartyNotices.txt file or in the software documentation (the "Third Party IP Notice"). Unless otherwise specified in the Third Party IP Notice, the third party programs are licensed to you by Microsoft under this agreement.

e. GNU Lesser General Public Licensed Libraries. You may reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software but only to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

This section supersedes Part 2, Sections 1 – 3, when software is installed for evaluation purposes.

2. TIME-SENSITIVE SOFTWARE. The software will stop running ninety days after you install it. You will receive notice within thirty days before it stops running. You may not be able to access data used with the software when it stops running.

3. VALIDATION. To prevent its unlicensed use, you will not be able to use the software after the term of the evaluation period if you do not validate the software with a product key which you acquired from Microsoft or an

authorized reseller. You are responsible for the use of keys assigned to you. You should not share the keys with third parties. Validation verifies that the software has been activated and is properly licensed. During a validation check, the software will send information about the software to Microsoft. This information includes the version of the software and the product key. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. If the software is not properly licensed, the functionality of the software may be affected. Once the product has been validated, your use of the software will be subject to the terms and conditions of the applicable Program agreements through which you acquired the product key.

4.   SUPPORT SERVICES. When installed for evaluation purposes this software is licensed "as is," and we may not provide support services for it.

This section supersedes Part 2, Section 10, when software is installed for evaluation purposes.

5.   LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

This section supersedes Part 2, Section 14, when software is installed for evaluation purposes.

6.   DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

This section supersedes Part 2, Limited Warranty, when software is installed for evaluation purposes.

SECTION 2 – SOFTWARE LICENSE

If you comply with these license terms, you have the perpetual rights below.

1. OVERVIEW.

    a. **Software.** The software includes

- server software.

    b. **License Model.** The software is licensed based on

- the number of instances of server software that you run; and

- the number of physical and virtual operating system environments that those instances of server software manage.

    c. **Licensing Terminology.**

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.

- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more

of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment.** An "operating system environment" is

    - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and

    - instances of applications, if any, configured to run on the operating system instance or parts identified above.

    There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

    - one physical operating system environment

    - one or more virtual operating system environments.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

- **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

2. **USE RIGHTS.**

   a. **Assigning the License to the Server.**

      i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.

      ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

   b. **Running Instances of the Server Software.** You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

   c. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

      - You may create any number of instances of the server software.

      - You may store instances of the server software on any of your servers or storage media.

      - You may create and store instances of the server software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

   d. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

   e. **Third Party Programs.** The software may include third party programs. Notices, if any, may be found in the ThirdPartyNotices.txt file or in the software documentation (the "Third Party IP Notice"). Unless otherwise specified in the Third Party IP Notice, the third party programs are licensed to you by Microsoft under this agreement.

   f. **GNU Lesser General Public Licensed Libraries.** You may reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software but only to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

3. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

a. **Management Licenses.**

i. You must acquire, and assign to a device or user, the appropriate management licenses for the operating system environments (OSEs) you will use your instances of the server software to manage. Licenses are only required for client OSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

ii. **Categories of Management Licenses.** There are two categories of management licenses: client and server. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. OSEs running any other operating system software require client management licenses. A single device may have a mix of OSEs, including a subset running server operating systems. If so, you will need a mix of the two categories for that device.

iii. **Two Types of Client Management Licenses.** There are two types of client management licenses: one for managed OSEs and one for users.

- Your OSE client management licenses permit your instances of the server software to manage an equal number of OSEs used by any users.

- Your user client management licenses permit your instances of the server software to manage the OSEs used by each user to whom a user client management license is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client management licenses to each of the users.

Your client management licenses do not permit management of any OSE running a server operating system.

iv. **One Type of Server Management License.** There is no user option for server management licenses. The OSE server management license is the only type of server management license you can acquire. Your OSE server management licenses permit your instances of the server software to manage an equal number of OSEs. If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments on that device, then you may manage that virtual OSE and the physical OSE under a single server management license.

While there is only one type of server management license, there may be up to two editions. If there is more than one edition of server management license, the edition you need depends on the workload that is managed.

v. **Assigning Management Licenses.**

- If you acquire user client management licenses, you must assign them to the users of your managed OSEs.

- If you acquire OSE client or server management licenses, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client or server management licenses assigned to that device.

- For purposes of this paragraph, to "manage" an OSE means to
  - solicit or receive data about,
  - configure, or
  - give instructions to the hardware or software associated with the OSE, other than to discover the presence of a device.

- You do not need a management license for
  - any of your OSEs licensed to run instances of the server software,
  - any of your OSEs in which no instances of software are running,
  - any of your devices functioning only as network infrastructure devices (OSI layer 3 or below), or
  - Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability .

- Your management licenses permit management by your instances of earlier versions, but not later

versions, of the server software.

    vi. Once you assign the correct number of the appropriate management license(s) to your devices and users, you may use any instance of the server software on your licensed servers to manage the OSE(s) on your devices.

    vii. Reassignment of Management Licenses. You may

- permanently reassign a management license from one device to another or from one user to another; or

- temporarily reassign a management license to a loaner device while the first device is out of service or a temporary worker while the first user is absent.

b. **Multiplexing.** Hardware or software you use to

- pool connections,

- reroute information, or

- reduce the number of OSEs the software directly manages

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

c. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

d. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off these features or not use them. For more information about these features, see the software documentation. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based services available to you.

- ATA Usage Information. This software connects to Visual Studio Application Insights to automatically send Microsoft information about your hardware and how you use this software (such as how many ATA Gateway or ATA Server machines are installed). We do not use this information to identify or contact you. To learn more about this feature, see http://aka.ms/ata_data.

5. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

6. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

7. **BACKUP COPY.**

   a. **Electronic Download.** If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to create instances of the software.

8. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

9. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

10. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

11. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

12. **APPLICABLE LAW.**

   a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

   b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

14. **LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

   This limitation applies to

   - anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

   - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

   It also applies even if

   - repair, replacement or a refund for the software does not fully compensate you for any losses; or

   - Microsoft knew or should have known about the possibility of the damages.

   Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

E. CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.

F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.

1. **United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

   - (800) MICROSOFT;

   - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or

   - visit www.microsoft.com/info/nareturns.htm.

2. **Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

   - Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or

   - the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

3. **Australia.** If you acquired the software in Australia, contact Microsoft to make a claim at

   - 13 20 58; or

   - Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.

4. **Outside United States, Canada, Europe, Middle East, Africa and Australia.** If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa and Australia, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your

local laws.

FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.