

Company Legal Name:
Doing Business As (dba)
MS Agreement Number:
Effective Date:

MICROSOFT GLOBAL PARTNER AGREEMENT AZURE RTOS

By signing below, Microsoft and Company agree to be bound by the terms of this Agreement (as defined below).

MICROSOFT CORPORATION		< < CompanyName > >	
A corporation organized under the laws of: State of Washington, U.S.A.		A company organized under the laws of: < <Country or State> >	
By:		By:	
	<i>(signature)</i>		<i>(signature)</i>
Name:		Name:	
	<i>(printed)</i>		<i>(printed)</i>
Job Title:		Job Title:	
	<i>(printed)</i>		<i>(printed)</i>
Date:		Date:	

NOTICES & CONTACT SCHEDULE

Any written notices related to this Agreement must be in the English language and addressed to each of the contacts and locations listed below. Each party may change the contact or address below by providing notice.

Microsoft Information

Company shall send notices to:

Company Information

Primary Notices & Sold-to Contact	Bill-to Contact
[Company Name] [Address] [City and State/Province] [Country] [Postal Code] [Contact Name] Job Title: [insert] Phone Number: [insert] Fax Number: [insert] Email: [insert]	[Company Name] [Address] [City and State/Province] [Country] [Postal Code] [Contact Name] Job Title: [insert] Phone Number: [insert] Fax Number: [insert] Email: [insert]

This Microsoft Global Partner Agreement Azure RTOS ("**Agreement**") consists of: (a) this document; (b) applicable addenda, exhibits, and the nondisclosure agreement between the parties; and (c) the provisions in any documents or online resources referenced in other parts of the Agreement, including guides, price lists or additional terms.

This Agreement is the parties' entire agreement on this subject and supersedes any concurrent or prior communications.

Definitions

"Authorized Affiliate" means a Company Affiliate that is authorized by Company to perform under this Agreement.

"Azure RTOS" means, as of the Effective Date, the following Microsoft products: ThreadX, FileX, GUIX, NetX, NetX Duo, USBX Device Stack and USBX Host Stack, as described at <https://azure.microsoft.com/en-us/services/rtos/>.

"Company Affiliate" means an entity that is owned by Company. Ownership for the purposes of this definition means direct or indirect control of more than 50% of the entity, for so long as such control exists.

"Company Device" means computing devices that Company Distributes with Product.

"Confidential Information" means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential, or (b) given the nature of the disclosure or circumstances surrounding the disclosure, the receiving party should treat as confidential.

"Customer" means a person, company, or other legal entity that acquires a Company Device from Company.

"Data Protection Laws" means any Laws applicable to Company or Microsoft, relating to data security, data protection, and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of Personal Data and the free movement of that data.

"Default Charge" means an amount owed as liquidated damages for each Unauthorized Disposition or other specified event of default.

"Distribute," "Distributed," or "Distributing" means when a Product leaves the ownership and control of Company, including Company Devices that are leased and not sold.

"Excluded License" means any license that includes the following requirement as a condition of use, modification, or distribution of any material subject to that license: such software, or anything combined or distributed with such material, is required to be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

"Force Majeure Event" means fire, casualty, or an act caused exclusively by forces of nature, riot, terrorist act, war, labor dispute, material changes in applicable Laws or court decree. A Force Majeure Event does not include theft or loss, or events caused by the negligent or intentional acts or omissions of the affected party.

"Laws" means all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted.

"Microsoft Affiliate" means an entity that owns, is owned by, or is under common ownership with the Microsoft entity executing the Agreement. Ownership means control of more than 50% of equity interests of, or the right to direct the management of, an entity for so long as such control exists.

"Partner Portal" means the website designated by Microsoft through which Microsoft may provide access to tools, documents, and communications to Company, as updated by Microsoft from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person, i.e., one who can be identified directly or indirectly by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Price List" means the current list of Products available for license that sets forth the Product Fees.

"Product" means Azure RTOS.

"Product Fee" means the fees Company paid Microsoft for the Product.

"Standards" means publicly available technical specifications or standards for interoperability that are developed or published by a government-sponsored, industry-sponsored, or contractually-formed group (or any similar organization) that creates or licenses such specifications or standards and that may require licensing for use of patents. "Standards" are deemed to include such specifications or standards developed or published by a single company or organization other than Microsoft (e.g., the VP9 codec specification and other technical specifications independently developed by third parties). Standards includes, but is not limited to, Telecommunication Standards.

"Subcontractor" means a third-party to whom Company delegates its obligations under this Agreement.

"Telecommunication Standards" means telecommunications Standards and any related successors or derivatives, including but not limited to Global System for Mobile (Communications) (GSM), General Packet Radio Services (GPRS), Code Division Multiple Access (CDMA), Single Carrier Radio Transmission Technology (CDMA/1xRTT), Long Term Evolution (LTE), Worldwide Interoperability for Microwave Access (WiMAX), Evolution-Data Only or Evolution-Data Optimized ("EV-DO", "EVDO"), and Enhanced Data rates for GSM Evolution ("EDGE").

"Territory" means worldwide.

"Unauthorized Disposition" means distribution of any Product: (a) separate from a Company Device (including theft or loss other than a Force Majeure Event); (b) in excess of volume limitations; (c) with a device that is not properly licensed for the associated Product; (d) after the Product has reached its end-of-license; or (e) outside of any geographic limitations in the Agreement.

"Update" means a royalty-free replacement or re-release of the Product.

"Virus" means maliciously created or introduced, self-replicating computer code that is designed to interfere with the intended operation of, or otherwise to cause damage to, software or data or devices utilizing them, but does not include code or functionality that in good faith is intended to enable or facilitate the operation of a Company Device or the Product.

"Volume Cap" means 1 million units.

Section I. Core Terms

1. Proprietary Rights and Confidentiality

1.1 Reservation of Rights. Except as otherwise expressly granted in the Agreement: (a) each party owns and retains all right, title, or interest in and to its own respective intellectual and other proprietary rights, and neither party grants such rights to the other party; and (b) all permitted use of Products under this Agreement is by license only, and is not subject to the "first sale" or similar doctrine under copyright or other applicable intellectual property rights Laws. Any use in the Agreement of words such as "distribute," "sell," "price," "fees," or similar words is for convenience only, and not to be construed that title to any underlying intellectual property rights in the Products is being transferred.

1.2 Excluded License. Company's rights to any Products under any Agreement do not include any license, right, power, or authority to subject the Products to any of the terms of an Excluded License. Company may use or distribute Products with other material that is subject to an Excluded License only if such Products are used and distributed in a manner that does not subject, or purport to subject, the Products (or any Microsoft intellectual property related to the Products) to the terms of an Excluded License.

1.3 Proprietary Notices. Company must not remove any copyright, trademark, patent, or similar notices from the other party's materials without express written consent from the other party.

1.4 Use of Marks. Except as expressly provided in the Agreement, or any separate license agreement that is incorporated into the Agreement by reference, the Agreement does not grant either party any right, title, interest, or license in or to any of the other party's trademarks, trade names, trade dress, or logos (collectively, "**Marks**"). Company may use Microsoft's corporate name, Product names, and trademarks ("**Microsoft Marks**") in plain text (but not logos, trade dress, designs, or word marks in stylized form) to accurately identify and refer to Microsoft and its technology and services. However, in making such references, Company must refrain from use that is likely to cause confusion about Company's relationship with Microsoft and must comply with Microsoft's usage guidelines at: <https://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/EN-US.aspx>. Company will promptly correct any misuse on notice from Microsoft.

1.5 No Reverse Engineering. Company must not reverse engineer, decompile, or disassemble any Products, except and only to the extent expressly permitted by applicable Laws.

1.6 Antipiracy. Each party will implement and enforce reasonable internal controls to prevent unauthorized access to (or manufacture, duplication, distribution, delivery, or use of) counterfeit, stolen, pirated, or unlicensed technology, products, or services of the other party by the party's employees, subsidiaries, subcontractors, and representatives. Each party agrees to promptly report to the other party any suspected counterfeiting, theft, piracy, unauthorized access, or infringement of copyright, trademark, patent, or other intellectual property rights owned by the other party, and agrees to reasonably cooperate with the other party in the investigation of such unauthorized activities

1.7 Confidentiality and Publicity.

- (a) If a separate nondisclosure agreement is in place between Microsoft and Company, such agreement will govern all Confidential Information exchanged between the parties.
- (b) If no such agreement is in effect, the following provisions apply to the parties' exchange of Confidential Information:
 - (i) Company and Microsoft must not disclose any Confidential Information of the other for 5 years following the date of disclosure. However, there is no time limit on disclosure of Confidential Information that contains Personal Data. The receiving party will not be liable for disclosure of information which: (A) it already knew without an obligation to maintain the information as confidential; (B) it received from a third party without breach of an obligation of confidentiality owed to the other party; (C) it independently developed; or (D) becomes publicly known through no wrongful act of the receiving party.
 - (ii) If either party is required by a court order or applicable Laws to disclose the other party's Confidential Information, prior to disclosure, the disclosing party must seek the highest level of protection available, and must give the other party reasonable prior notice when possible to allow it to seek a protective order.
 - (iii) Neither party is required to restrict work assignments of employees who have had access to Confidential Information. Neither party can control the incoming information the other will disclose in the course of working together, or what its employees will remember, even without notes or other aids. Neither party will bring a claim under trade secret law, or for breach of this Agreement, to the extent arising out of use of Confidential Information in such employees' unaided memories in the development or deployment of each party's respective products or services.
- (c) Except as otherwise required by applicable Laws or as otherwise expressly authorized under the Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to the terms of the Agreement or to a party's relationship with the other party, including in client presentations or client lists, without the other party's prior written approval.

2. Business Integrity Principles

2.1 Compliance with Laws. Each party will conduct its respective business activities in full compliance with all Laws. Without limiting the foregoing, each party will:

- (a) comply with: (i) Laws that apply to the other party's materials or to the use, transfer, import, export, or re-export of any Products licensed or distributed under the Agreement (including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations); (ii) any end-user, end-use, and destination restrictions of the U.S. and other governments; and (iii) the guidelines related to exporting Products at: <http://www.microsoft.com/en-us/exporting>;
- (b) comply with Laws (and pay the related fees and taxes that it owes) that govern environmental protection, including Laws related to use, import, collection, treatment, recovery, recycling, disposal, and reuse of Products (including packaging);
- (c) comply with Laws that govern the rights to and protection of the other party's copyrights, trademarks, patents, trade secrets, and other forms of intellectual property;
- (d) comply with Laws that govern labor practices, human rights, and health and safety;
- (e) obtain any required local government approvals, each at its own expense; and
- (f) timely provide (at the requesting party's commercially reasonable request and expense), information and assistance as necessary to comply with Laws, or to register or report to any governmental agency or certification body that regulates or certifies the use, licensing or distribution of Products.

Without limiting the foregoing, Company will also comply with the terms of Exhibit A.

2.2 Customer Privacy and Data Security. Each party will comply with Data Protection Laws. Without limiting the foregoing, each party will:

- (a) not use or share Personal Data received from the other party (or its customers) for any purpose for which it has not obtained consent;
- (b) establish independent procedures for managing and responding to any communication from a customer seeking to exercise its rights under Data Protection Laws;
- (c) provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a customer, regulator, or supervisory authority concerning Data Protection Law;
- (d) take all appropriate security measures that are required by Data Protection Laws, and in accordance with good industry practice relating to data security; and
- (e) refrain from transmitting unsolicited commercial communications in any manner that would violate applicable Laws.

2.3 Business Conduct. Each party will conduct its respective business activities with integrity, and in full compliance with all applicable Laws relating to business conduct. Without limiting the foregoing, each party will:

- (a) comply with all anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act and other Laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering;
- (b) ensure that none of its representatives, directly or indirectly, pays or offers to pay anything of value (including gifts, travel, hospitality, charitable donations, or employment) to any candidate for political office or to any official or employee (including elected officials or any private person acting on behalf of a public sector entity) of any governmental entity, public international organization, or political party, to improperly influence any act or decision of such person for the purpose of promoting the business interests of either party;

- (c) refrain from making any unauthorized representation or commitment on behalf of the other party;
- (d) ensure that all communications to its customers and the other party are complete, truthful, accurate, not misleading, and include the required disclosures; and
- (e) refrain from retaliating against anyone who has, in good faith, reported a possible violation of the foregoing commitments.

2.4 Business Conduct Training

- (a) Microsoft will provide regular annual training on anti-corruption laws and business integrity principles to its employees who resell, distribute, or market Products. For additional information on Microsoft's commitment to anti-corruption, see <http://www.microsoft.com/en-us/legal/Compliance/anticorruption/default.aspx>.
- (b) For Company employees in a position to influence the pricing, terms, or conditions under which Products are distributed, resold, or marketed (but excluding employees engaged solely in distribution of Products to end consumers), Company will:
 - (i) provide regular training on anti-corruption laws and business integrity principles to its employees who use, resell, distribute, or market Products; or
 - (ii) ensure (and certify upon request) that such employees regularly complete online anti-corruption training made available free of charge by Microsoft at <https://partner.microsoft.com/en-us/training/required-training>.

2.5 Monitoring and Reporting. If either party has a good-faith reason to believe that the other party is in violation of anti-corruption laws in connection with business or sales activity relating to the Agreement, it will notify the other party with a general description of the nature of the concern, and the reason for its belief. Company may contact Microsoft's Anti-Corruption Alias (ANTICPT@microsoft.com) or the Business Conduct Alias (BUSCOND@microsoft.com) with questions or requests for further information or guidance. The parties will confer in good faith on an appropriate and lawful approach to addressing the concern.

3. General

3.1 Relationship of the Parties

- (a) **Non-Exclusive Relationship.** The parties are working together on a non-exclusive basis. Engagements between the parties will not be interpreted to limit either party's right to obtain, promote, or distribute products or services from other sources, and will not restrict either party's freedom to set prices for its products.
- (b) **Right to Independent Development.** Neither party is restricted from independently developing or acquiring new products or services, improving existing products or services, or marketing any new, improved, or existing products or services.
- (c) **Independent Contractors.** Any use of the term "partner" is for reference purposes only. The parties are independent contractors and do not intend to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship.
- (d) **Costs.** Each party will bear its own costs of performance under the Agreement, unless otherwise specified.

3.2 Applicable Law and Venue

- (a) If Microsoft executes the Agreement by Microsoft Corporation, the laws of the State of New York govern this Agreement, regardless of conflict of laws principles. The federal courts in Washington State or New York State are the exclusive venues for all disputes arising from this Agreement. The state courts of Washington State are the exclusive venue if there is no federal subject matter jurisdiction. Each party consents to the exercise of personal jurisdiction by these courts. Each party

agrees that it cannot revoke this consent.

- (b) If Microsoft executes the Agreement by Microsoft Ireland Operations Limited, the laws of Ireland govern this Agreement, regardless of conflict of laws principles. The courts of Dublin, Ireland are the exclusive venue for all disputes arising from this Agreement. Each party consents to the exercise of personal jurisdiction by these courts. Each party agrees that it cannot revoke this consent.
- (c) If Microsoft executes the Agreement by Microsoft India Corporation, this Agreement is construed and controlled by the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**"), which rules are deemed to be incorporated by reference into this Section. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon. The courts of New Delhi shall have exclusive jurisdiction to entertain any suits relating to enforcement of the award and/or for award of any interim protection.
- (d) If Microsoft executes the Agreement by Microsoft China Company Limited, the Agreement will be construed and controlled by the laws of the People's Republic of China. Company consents to submit any dispute relating to the Agreement and any addendum to binding arbitration. The arbitration will be at the China International Economic and Trade Arbitration Commission in Beijing ("**CIETAC**") according to its then current rules.
- (e) The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- (f) Either party may pursue injunctive relief against the other party in any forum to protect its intellectual property rights arising out of or related to the Agreement.
- (g) If either party employs attorneys to enforce any rights related to the Agreement, the primarily prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

3.3 Assignment. Microsoft may assign the Agreement (or delegate certain duties) to a Microsoft Affiliate at any time on 30 days' notice, provided that such assignment (or delegation) will not materially impair Company's rights and remedies under the Agreement. Except for such right, neither party may assign the Agreement (whether by merger, asset sale, operation of law, or otherwise) without the prior written approval of the other party and any attempted assignment in violation of the Agreement shall have no effect.

3.4 Notices.

- (a) Legal notices under the Agreement (for example, notices related to assignment, termination, audit, and indemnification) must be in writing (which may be in electronic form if permitted by applicable Laws), signed by an authorized representative, and addressed to the contacts provided by the receiving party. Legal notices will be deemed received 7 business days after notice has been sent via email, air express courier (charges prepaid), or by postal service (postage prepaid, certified or registered, prepaid recorded delivery). If permitted by the Agreement, business notices may be subject to different notice requirements or delivery methods, including delivery on a Partner Portal.
- (b) If Microsoft makes a Partner Portal available to Company in connection with this Agreement, Company will ensure that its relevant employees, agents and permitted customers ("**Company Representatives**") become familiar with the Partner Portal and consult it on a regular basis to receive communications and business notices from Microsoft. Company is solely responsible for managing which Company Representatives are authorized to access and transact with the Partner Portal on Company's behalf.

3.5 No Waiver. Failure to enforce any provision of the Agreement will not constitute a waiver. Any waiver

must be in writing and signed by the waiving party.

- 3.6 Amendments.** Except as otherwise expressly permitted in the Agreement, no amendment or modification of any provision of the Agreement will be effective unless it is in a writing signed by authorized representatives of both parties.
- 3.7 Force Majeure.** Neither party will be liable for failing to perform under the Agreement to the extent that a Force Majeure Event caused the failure. The party subject to the Force Majeure Event must notify the other party and must perform the obligations that were not performed as soon as the Force Majeure Event stops.
- 3.7 Severability.** If a court of competent jurisdiction finds any term of the Agreement illegal, invalid, or unenforceable, the remaining terms will remain in full force and effect.
- 3.9 References.** The section headings and titles of the provisions of all parts of the Agreement are for convenience only and do not affect the interpretation of any provision. Unless specifically stated, the plural shall include the singular. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs. All references to days will mean calendar days unless otherwise specified.
- 3.10 English Language.** Unless required by Laws or as otherwise provided in the Agreement, the English language version of all parts of the Agreement controls, and communications and notices under the Agreement must be in the English language to be effective. Any translations of the Agreement, in whole or in part, that Microsoft may provide as a courtesy are not official or binding. If Company is in Canada, it is the express wish of both parties that the Agreement, and any associated documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Section II. Device Partner Terms

- 1. General Conditions.** Company's rights are subject to the following:

1.1 Change Event

- (a) Microsoft may notify Company requiring that Company cease installation, configuration, use, sale, offer for sale, importation, or other disposition or promotion of a Product or trademark due to a Change Event (each, a "**Change Event Notice**"). Such Change Event Notice will specify the extent and timing of the cessation and any other necessary actions. "**Change Event**" means that: (i) an applicable government or regulatory body in any jurisdiction in which a Product may be Distributed, determines that the Product is illegal or otherwise subject to any regulation or legal limitation that the Product was not (or not clearly) subject to as of the date on which Microsoft made the impacted Product available on a Price List; or (ii) Microsoft, in its good faith business judgment after consultation with legal counsel in response to specific and articulable extrinsic events, determines that, without remediation, installation, configuration, use, sale, offer for sale, importation, or other disposition or promotion of a Product or trademark will subject Microsoft or Company to materially greater liability than anticipated as of the date on which Microsoft made the impacted Product available on a Price List.
- (b) Microsoft will issue a Change Event Notice only to the extent it deems reasonably necessary to address the precipitating Change Event. The parties will work together, promptly and in good faith, to: (i) coordinate public communications related to the Change Event Notice that specifically reference Company or its products or services; and (ii) implement the Change Event Notice as applicable to Company in an orderly, effective, and prompt manner.
- (c) If Microsoft issues a Change Event Notice and Company is not permitted to sell the affected Product (or a replacement Product, if any, provided by Microsoft at no cost), Microsoft will, as Company's sole and exclusive remedy arising out of or related to the Change Event Notice and subject to Company's

compliance with the Microsoft's returns policies, direct Company to return the affected Product that has not yet been Distributed to Microsoft for a refund of the Product Fees paid for the affected Product. This Section II.1.1(c), does not limit Microsoft's obligations, if any, under Section II.5 (Defense of Third Party Claims) with regard to Product that had been Distributed prior to such Change Event Notice.

- (d) Duty to Mitigate.** If Microsoft gives Company a Change Event Notice, Microsoft has no duty or liability based on Company's installation, configuration, use, sale, offer for sale, importation, or other disposition or promotion of a Product or trademark more than 30 days after receipt of such Change Event Notice.

1.2 General Obligations. Throughout the term of the Agreement, Company will:

- (a)** before Distributing any model of Company Device, (i) make its own determination that the Product it Distributes with such Company Device is suitable in quality and performance for use in such Company Device, and (ii) test and examine the Product as installed in or provided with such Company Device;
- (b)** provide information to Customers about the proper use of the Company Devices; and
- (c)** provide appropriate notices and warnings to Customers of Company Devices or others who may be affected by use of such Company Devices.

1.3 Available Products. All Products available for Company's sublicensing and distribution under this Agreement are listed in the applicable Price List.

2. Compliance Audit.

2.1 Duty to Maintain Records. Company must keep complete and accurate records relating to its performance under the Agreement for at least two years after the term of this Agreement (collectively, the "**Relevant Records**"). Relevant Records must not contain any false, misleading, incomplete, inaccurate, or artificial entries. Relevant Records include complete financial statements and all documents related to acquisition, reproduction, installation, distribution, and other disposition of each unit of Product and each Company Device. If Relevant Records are co-mingled with other non-relevant and confidential Company information, Company may provide complete records that redact such non-relevant confidential information.

2.2 Reservation of Right to Audit

- (a) Premises Audit.** During the term of the Agreement, and for two years thereafter, Microsoft may have the premises of Company audited to verify performance under the Agreement. Company must make the premises available for audit no later than 30 days after receiving Microsoft's written request. This audit includes the Relevant Records that are normally kept at that site.
- (b) Records Audit.** In addition, Microsoft may have the Relevant Records of Company audited at multiple sites to verify performance under the Agreement. Company must make the Relevant Records available at one location, if requested by Microsoft. The audit of Relevant Records will begin no less than 45 days after notice.
- (c) Subcontractors.** If Company engages a Subcontractor, the agreement between Company and the Subcontractor must reserve for Microsoft (as an intended third-party beneficiary of that agreement) the right to audit the Relevant Records and premises of the Subcontractor related to its performance for Company in connection with the Agreement.

2.3 Audit Terms. Microsoft will choose a third party that is independent of any conflicts of interest, and is a certified public accountant, a chartered accountant, or an otherwise qualified professional to perform the audit, and not hired on a contingency basis when performing the audit. Company personnel may escort the auditors on their respective premises. The audit will take place during Company's regular business hours. The auditors will not unreasonably interfere with Company's normal course of business. Company

will also comply with Microsoft's reasonable request in connection with this audit. Access may be limited to:

- (a) those areas and systems related to the installation of Product;
- (b) the Relevant Records, as described above; and
- (c) employees with relevant knowledge of compliance or performance under the Agreement.

2.4 Confidentiality of Audit. Microsoft will ensure that the auditors are contractually obligated to preserve the confidentiality of Company's confidential information in accordance with applicable professional standards and the terms of the NDA between the auditor and Microsoft.

2.5 Audit Costs. Microsoft will pay the cost of audit expenses for verifying Company's compliance with the Agreement. If the audit reveals a Material Discrepancy, Company must pay Microsoft any unpaid amounts due, and correct any errors or omissions disclosed by the audits. If the audit reveals a Material Discrepancy, Company must reimburse Microsoft the reasonable costs of the audit in addition to paying any unpaid amounts due, and correcting any errors or omissions disclosed by the audit. "**Material Discrepancy**" means Distribution exceeding the Volume Cap of Product annually (based on a period running for 12 months from each anniversary of the Effective Date of this Agreement) by 10% or greater. Microsoft will bear the cost of audit expenses for verifying compliance with Section I.2 (Business Integrity Principles) of the Core Terms.

2.6 Audit Frequency. If an audit of Company does not reveal a Material Discrepancy or non-compliance with the Agreement, Microsoft will not conduct another audit of the audited entities under this Section for at least one year unless Microsoft has a good faith reason to believe that those audited entities are not in compliance with Section I.2 (Business Integrity Principles) of the Core Terms. Microsoft will provide Company with a summary of the audit findings.

3. Unauthorized Disposition and Default Charges

3.1 Unauthorized Disposition. The parties agree that Unauthorized Disposition results in damages to Microsoft that are impractical and difficult to ascertain. For each Unauthorized Disposition by or for Company (including Authorized Affiliates), Company must pay Microsoft the applicable Default Charge less any amount actually paid for the Product. The parties agree that the applicable Default Charge is a reasonable estimate of the loss to Microsoft for such Unauthorized Disposition.

3.2 Calculation of Default Charge. The Default Charge for each Unauthorized Disposition is 100% of Product Fees for each incremental 1 million units above the Volume Cap of Product licensed annually (based on a period running for 12 months from each anniversary of the Effective Date of this Agreement) under this Agreement (excluding discounts and rebates) that Company should have paid. For clarity, Microsoft will round these numbers up to the nearest million units (e.g., if the unit cap is 1 million units and Company Distributes 1,350,000 units, Microsoft will round up to 2,000,000) to calculate this Default Charge.

3.3 Remedy. Payment of the applicable Default Charge will constitute Microsoft's sole and exclusive monetary remedy in case of Unauthorized Disposition, although this does not limit Microsoft's ability to seek equitable relief (as well as monetary relief if Company breaches the obligation to pay the Default Charge).

4. Warranties, Disclaimers, and Exclusive Remedies

4.1 Microsoft's Warranties. Microsoft makes the following representations and warranties to Company:

- (a) **Conformance Warranty.** Microsoft warrants to Company for 12 months from the date the Product is first downloaded by Company from <https://github.com/azure-rtos> following the Agreement Effective Date that the Product, as delivered by Microsoft, will perform in material respects in accordance with the "User Guides", as published at <https://docs.microsoft.com/en-us/azure/rtos/> for each respective Product, and any release notes associated with each release made available at

<https://github.com/azure-rtos>. For clarity, no warranty will apply to Product downloaded prior to the Agreement Effective Date.

- (b) **Virus Warranty.** Microsoft warrants to Company that it uses commercially reasonable efforts to find, resolve, and prevent the introduction of Viruses into the Product before making it available at <https://github.com/azure-rtos>.
- (c) **Exclusive Remedy.** Microsoft's only obligation, and Company's exclusive remedy, for breach of the foregoing warranties, is for Microsoft (at Microsoft's option) to do any of the following within 60 days from receipt of Company's notice:
 - (i) repair or replace the Product or otherwise provide a "workaround", such that the Product conforms to the warranty; or
 - (ii) direct Company to return the non-conforming Product to Microsoft for a refund of the Product Fees paid for each returned Product. Company must remove the Product from the Company Device to receive the refund (or no longer use the Product if it cannot be removed). Company releases Microsoft from all liabilities for the Product following refund.

4.2 Warranty Disclaimers

- (a) **No Implied Representations or Warranties.** Neither party makes any other warranties, representations, or guarantees to the other related to the Agreement. To the extent permitted by applicable law, each party disclaims any implied warranties of merchantability, non-infringement, or fitness for a particular purpose.
- (b) **HIGH RISK USE DISCLAIMER. WARNING: THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY COMPANY DEVICE OR COMBINATION WITH THIRD PARTY MATERIALS WHERE FAILURE OR FAULT OF ANY KIND OF THE PRODUCT COULD REASONABLY BE SEEN TO LEAD TO DEATH OR SERIOUS BODILY INJURY, OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.**

5. Defense of Third-Party Claims

5.1 Application. This Section II.5 (Defense of Third-Party Claims) sets forth the obligations of each party (each respectively, a "**Defending Party**") to defend, at its own expense, the other party (the "**Tendering Party**") in an unaffiliated third-party action, cause of action, suit, or judicial claim (a "**Claim**") and to pay a judgment or settlement in such Claim, subject to the conditions and limitations set forth in the Agreement.

5.2 Conditions

- (a) The Tendering Party must promptly notify the Defending Party in writing of the Claim, specifying the nature of the Claim and the relief sought.
- (b) Except as set forth below, the Defending Party will have sole control over the defense and/or settlement of the Claim, and the Tendering Party must provide the Defending Party with reasonable assistance in the defense of the Claim (for which the Defending Party will reimburse the Tendering Party's reasonable out of pocket expenses). The Tendering Party will have the right to employ separate counsel and participate in the defense at its own expense. The Defending Party may not settle the Claim without the Tendering Party's prior written consent (except if the settlement requires no expense to or affirmative action by Tendering Party). Neither party will acknowledge or admit fault or liability on the other's part nor publicize any settlement without the other's prior written consent (which cannot be unreasonably withheld, conditioned or delayed).
- (c) In a multi-party action that includes Claims for relief directed to both Microsoft and Company, each party will reasonably cooperate on a defense strategy to limit the overall liability for all parties across all Claims in the action. Such cooperation will include providing specific information, witnesses, and

evidence to support Microsoft and Company's legal theories.

5.3 Company's Obligations.

- (a)** Subject to the conditions set forth in Section II.5.2 (Conditions), Company will defend Microsoft (including by paying external attorneys' fees and costs and expenses of defense) from, and pay any resulting adverse final judgment or settlement to which Microsoft consents based on, a Claim to the extent:
 - (i)** arising from Company's default or breach of Section II.1.2 (General Obligations) (in whole or in part);
 - (ii)** arising from Company's gross negligence, or intentional acts or omissions hereunder;
 - (iii)** alleging damage to physical property, death, or personal injury attributable to, and proximately caused by, a defect in Company Devices, Company's combination of Products with Company Devices, Company's combination of Products with non-Microsoft products, or Company Devices that fail to comply with relevant Laws or that fail to meet the relevant standard of care for such devices;
 - (iv)** alleging that a Company Device infringes a third party's patent, copyright, or trade secret, or Company's use or combination of Product with any non-Microsoft products (in each case under this subsection (iv), excluding any Claims Microsoft is obligated to defend under Section II.5.4 (Microsoft's Obligations));
 - (v)** alleging that Microsoft's licensed use of Company trademarks in connection with promotion of Company or Company's products infringes a third party's trademark;
 - (vi)** arising from Company's continuing to install, configure, use, sell, offer for sale, import or otherwise dispose or promote a Product or trademark more than 30 days after receiving a Change Event Notice from Microsoft pursuant to Section II.1.1 (Change Event); or
 - (vii)** arising from Company's marketing, advertising or promotion of any Products (or as part of Company Devices), including any misrepresentation or unauthorized statements about Microsoft or any Products (except to the extent the Claim arises from Company's use of materials provided by Microsoft or authorized (expressly and in writing) by Microsoft).

5.4 Microsoft's Obligations

- (a) Coverage.** Subject to the conditions set forth in Section II.5.2 (Conditions) and the limitations set forth in subsection (b) below, Microsoft will defend Company (including by paying external attorneys' fees and costs and expenses of defense) from, and pay any resulting adverse final judgment or settlement to which Company consents based on, a Claim to the extent:
 - (i)** arising from Microsoft's default or breach of Section II.4.1 (Microsoft Warranties);
 - (ii)** arising from Microsoft's gross negligence, or intentional acts or omissions hereunder;
 - (iii)** alleging that the Product alone, without modification, either (A) directly infringes an asserted patent claim, or (B) embodies all the essential inventive elements of an asserted patent claim;
 - (iv)** alleging that the Product, or Company's use of Microsoft trademarks in connection with promotion of Products, infringes a third party's trademark;
 - (v)** alleging that the Product infringes a third party's copyright; or
 - (vi)** alleging that the Product misappropriates a trade secret (as "misappropriates" and "trade secret" are defined in the Uniform Trade Secrets Act) or, if the Agreement is governed by the laws of a jurisdiction outside the United States, "misappropriates" will mean "intentionally unlawful use" and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the

Agreement on Trade-Related Aspects of Intellectual Property Rights, including Trade in Counterfeit Goods (TRIPS Agreement); Microsoft has no duty or liability to the extent that the trade secret Claim is based on Company acquiring a trade secret: (A) through improper means; (B) under circumstances giving rise to an independent duty by Company to maintain secrecy or limit the use of the trade secret; or (C) from a party (other than Microsoft or its suppliers) that owed a duty to maintain the secrecy or limit the use of the trade secret to the party asserting the trade secret claim.

- (b) Exclusion of Standards-Based Patent Claims.** Notwithstanding the foregoing, Microsoft has no obligation or liability with regard to infringement Claims for any patents that are alleged to be infringed by, or essential to, the implementation of those Standards in a Product or Company Device. Company acknowledges that Microsoft has not licensed to Company any such necessary patent or other intellectual property licenses with respect to the use of any underlying intellectual property applicable to such Standards (or, as applicable, to any Standards in Products licensed under this Agreement). Company agrees that Company is solely responsible for obtaining such licenses.
- (c)** If Microsoft receives information concerning an actual or potential covered Claim, Microsoft may, at its option and expense, undertake further actions such as (i) procure the copyright, trademark or patent rights or licenses to address the Claim, or (ii) replace or modify the Product or trademark to make it non-infringing.

6. Limitations on Liability and Damages Exclusions

6.1 Limitations on Liability and Damages

- (a)** The total cumulative liability (if any) of either party to the other is limited to direct damages in an amount not to exceed 100% of the Product Fees paid, due, or owing by Company for a Product licensed under the Agreement, during the 12-month period prior to the date on which the right to assert a claim under the Agreement first arose. If the Agreement has been in effect for less than 12 months, direct damages shall not exceed 100% of the Product Fees paid.
- (b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES.**
- (c)** The limitations on liability and allowable damages set forth in paragraphs (a) and (b) above will not apply to either party's: (i) liabilities for unauthorized use of the other party's intellectual property (including violation of any license grants and limitations or confidentiality obligations in the Agreement); (ii) obligations to defend and pay third-party Claims; (iii) breach of Section I.2 (Business Integrity Principles); or (iv) fraud or gross negligence. Microsoft and Company agree that all limitations on liability and exclusions on allowable damages shall apply even if any remedies fail of their essential purpose.
- (d)** A party's liability for any damages or duty to defend and pay third-party Claims is reduced to the extent that the other party or its agents caused or contributed to the harm giving rise to the damages or third-party Claim.

7. Other Parties

7.1 Use of Subcontractors. Company is not permitted to engage any Subcontractor under the Agreement unless (and only to the extent) expressly authorized by Microsoft. Such engagement is subject to, and dependent upon, Company's intermediation and responsibility as set forth in this Agreement. Company is not permitted to engage a Customer as a Subcontractor. If Company engages a Subcontractor:

- (a)** Company must maintain a written agreement with each Subcontractor that contains terms with the same substantive legal effect in the applicable jurisdiction as the requirements set forth in the

Agreement; and

- (b) Company acknowledges and agrees that any agreement with a Subcontractor does not discharge Company or change Company's duties and liabilities under this Agreement. Company, irrevocably and unconditionally guarantees each Subcontractor's performance on Company's behalf under the Agreement and will be responsible for each Subcontractor's acts and omissions as if such act and omissions were committed by Company.

Section III. Azure RTOS Terms

1. Product Rights

1.1 Distribution and Production Use Rights.

- (a) Subject to Company's compliance with this Agreement, Microsoft grants Company a non-exclusive, perpetual, royalty-free, non-transferable (except as specified in this Agreement) limited license to sublicense and Distribute the Product to Customers within the Territory and subject to the following limitations:
 - (i) Company will only sublicense and Distribute the Product embedded in binary form on a Company Device (and not as a stand-alone product);
 - (ii) Company's right to sublicense and Distribute the Product is limited to the Volume Cap per year (based on a period running for 12 months from the anniversary of the Effective Date of this Agreement);
 - (iii) Company will not:
 - (A) remove, minimize, block, or modify any notices or disclaimers of Microsoft or its suppliers in the Product or remove any copyright notices or licenses contained in the Product;
 - (B) distribute the Product separate from a Company Device or distribute components of the Product separately for purposes unrelated to the Product;
 - (C) advertise, give a separate price for, or otherwise market or Distribute the Product, or any part of the Product, as a separate item from the Company Device;
 - (D) use or modify the Product to create a competing real time operating system software;
 - (E) use Microsoft's trademarks or trade dress in Company's application in any way that suggests Company's device or application comes from or is endorsed by Microsoft;
 - (F) transfer individual components, specific libraries, classes, functions or code fragments of the Product separately for purposes unrelated to the Product; or
 - (G) use or distribute the Product in any way that would subject the Product or Microsoft's intellectual property or technology to any other license terms.
- (b) Company may grant to any party to whom it Distributes the Product the right to further distribute, and grant any parties to whom it Distributes the right to further distribute (and so on), such Product solely as embedded in a Company Device; provided that Company uses commercially reasonable efforts to notify Microsoft within a reasonable time if Company becomes aware that a Customer is using the Product separate from Company Device.
- (c) Notwithstanding Section I.1.7(c), Company may disclose Company's use of Product, including in client presentations or client lists, without Microsoft's prior written approval.

1.2 Included Microsoft Applications. The Product includes other Microsoft applications which are governed by the licenses embedded in or made available with those applications.

1.3 Third Party Components. The Product may include third party components with separate legal notices

or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the Product.

2. Product Fees, Payment and Invoicing

2.1 Product Fees

- (a)** If Microsoft executes the Agreement by Microsoft Corporation, Microsoft Ireland Operations Limited, or Microsoft India Corporation, Product Fees are stated and payable in US Dollars.
- (b)** If Microsoft executes the Agreement by Microsoft (China) Company Limited, all payments must be in Renminbi (CNY) and amounts owed will not be satisfied by a tender or any recovery pursuant to any judgment that is expressed in or converted by Microsoft to any currency other than CNY. Microsoft will establish the exchange rate for a given month by using the London spot close foreign exchange rate published in Reuters two business days prior to the last business day of the previous month. Such exchange rate will apply against orders fulfilled during the applicable month and will be reflected in the corresponding invoice. Notwithstanding this, Microsoft reserves the right to modify the process of conversion from US Dollars to Renminbi (CNY), on 90 days' prior notice to Company.
- (c)** Product Fees are stated as a base list price, before applying any taxes, duties, fees, excises, or tariffs. Listed Product Fees do not reflect any: (i) incentives, discounts, or rebates for which a Product may be eligible; or (ii) additional Default Charges that Company may owe to Microsoft as the result of its breach of the Agreement, for which Company is responsible.

2.2 Taxes. Company is responsible for Taxes and other charges and will pay to Microsoft any applicable Taxes that are owed by Company solely as a result of entering into the Agreement and that are permitted to be collected by Microsoft under Laws. Microsoft will not collect any taxes covered by a valid exemption certificate that Company provides. If any Taxes are required to be withheld on payments made by Company to Microsoft, Company may deduct such Taxes from the amount owed Microsoft and pay them to the appropriate taxing authority, but only if Company promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Company must deliver the receipt within 60 days of payment of the Tax, or the maximum time allowed for delivery of the receipt under local Laws. Company will use reasonable efforts to ensure that any Taxes withheld are minimized to the extent possible under Laws. For clarity, Company will be responsible for Taxes withheld on payments to or between Company and Authorized Affiliates. If Company does business in a jurisdiction that collects VAT, GST, or other similar tax, Company must provide a tax ID or business number, as applicable, upon request.

2.3 Invoices. Microsoft will invoice Company for Product Fees owed to Microsoft, and Company must pay Microsoft such Product Fees, in accordance with payment and invoicing terms set forth herein.

2.4 Returns and Credits. Except as otherwise provided in this Agreement, the Product is not eligible for return or credit.

2.5 Invoice Delivery. Microsoft will invoice Company for the Product Fees and other amounts due for each year. Microsoft will post any such invoice on the Partner Portal no more than 3 business days after the date of invoice. Microsoft will also provide invoices by mail if required by law or requested by Company.

2.6 Payment and Due Date. Company must remit one consolidated payment (on behalf of Company and any Authorized Affiliates) to Microsoft. Payments are due no later than 45 days after the date of an invoice ("**Payment Due Date**") and must include the Microsoft invoice numbers with each payment. Company may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before Microsoft issues a credit. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs, and other charges.

2.7 Invoice Discrepancy. If Company identifies a discrepancy between any quantity, Product Fee, or other amount (a) as invoiced by Microsoft, versus (b) as reported by Company or reflected in Company's records,

then Company must report that discrepancy to Microsoft within 30 days after the date of the invoice. If Company disputes the invoiced payment amount, Company's obligation to pay the disputed amount will be temporarily suspended if Company provides timely and complete assistance to Microsoft to investigate and resolve the discrepancy, and pays all undisputed amounts by the Payment Due Dates. Company may not withhold undisputed amounts or offset undisputed amounts with disputed amounts. Company must pay all amounts that Microsoft determines are due and owing on the later of 10 days after Microsoft concludes its research and makes a determination about the discrepancy or the original Payment Due Date. If Microsoft determines that Company has overpaid, Microsoft will give Company a credit.

2.8 Late Payment. If Company fails to pay an invoice by its Payment Due Date, Microsoft may take any of the following actions. If Microsoft chooses to take any of these actions, it does not waive any other right or remedy it may possess.

(a) Microsoft may assess a non-recurring late charge of 1% on the past due amount, and may assess a recurring late charge on the past due amount at an annual rate equal to 12%. The recurring late charge will accrue daily from the Payment Due Date through the date of actual payment. Microsoft will charge late fees to the extent permitted by applicable Laws. If Microsoft charges late fees, it will be without prejudice to any other right or remedy available.

(b) Microsoft may suspend all pending orders, further shipments, or Company's access to Products until Microsoft receives all payments due under the Agreement.

3. Support. Microsoft does not provide support under this Agreement. A separate paid agreement is required if Company desires Product support.

4. Required Updates. From time to time, Microsoft may release required Updates. Microsoft will use commercially reasonable efforts to minimize the number of required Updates. Additional terms may apply to an Update. By Distributing an Update, Company agrees to the Additional terms. For any Product that is subject to a required Update, if Microsoft makes a required Update available to Company, and Company elects not to perform the required Update, Microsoft has no duty or liability based on Company's installation, configuration, use, sale, offer for sale, importation, or other disposition or promotion of a Product more than 90 days after Microsoft makes available the required Update.

5. Partner Portal. In addition to the provisions of Section 3.4 (Notices) of the Core Terms, the following provisions apply to Company's use of a Partner Portal: (a) For purposes of this Agreement "**Company Administrators**" means the Company representatives (including representatives of Company's Authorized Subcontractors) that are (i) authorized by Company to access and use the Partner Portal on Company's behalf, and (ii) identified in the Company Information Schedule, or otherwise communicated to Microsoft via email to msoemops@microsoft.com (or updated address); and (b) Company is responsible for monitoring and maintaining the security of access to Partner Portals by Company Administrators. Company must implement appropriate security measures to prevent unauthorized access to a Partner Portal, or unauthorized access to data transmitted to or from a Partner Portal.

6. Notification of Changes. Microsoft will provide notice to Company regarding changes to Product availability through the Partner Portal, as follows:

6.1 Changes to Product Fees and Volume Cap. Microsoft may raise Product Fees or change the number of units defined in the Volume Cap of Product Company is permitted to Distribute for existing Products at any time. Any increase in Product Fees or decrease in the number of units Company is permitted to Distribute will be effective 120 days from the date on which the changed is posted in the Price List. Microsoft may lower Product Fees or increase the number of units Company is permitted to Distribute for existing Products at any time, without advance notice. Changes to Product Fees will apply to Company's annual Product Fees invoiced after the date the change becomes effective. Changes to annual Volume Cap will only apply for the following renewal cycle.

6.2 Acceptance of Changes. The Distribution of a Product by Company signifies:

- (a) Company's acceptance of Product Fees indicated as applicable to such Product; and
- (b) Company's acknowledgement that the Default Charge in effect at that time for the Product is a reasonable estimate of liquidated damages for purposes of Section II.3 (Unauthorized Disposition and Default Charges) above.

7. Term and Termination; Survival

7.1 Term. This Agreement will be effective as of the date the Agreement is executed by both parties, and shall remain in effect until terminated as provided below.

7.2 Termination for Cause/Suspension

- (a) Either party may terminate the Agreement, at any time if the other party:
 - (i) materially breaches this Agreement; or
 - (ii) becomes insolvent, enters bankruptcy or similar proceedings under Law, admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors.
- (b) In addition to its right to terminate, Microsoft may instead suspend any rights granted to Company.
- (c) Termination or suspension will be effective 30 days after delivery of notice by the non-defaulting party, provided the defaults have not been cured within that period.

7.3 Termination by Notice. Either party may terminate the Agreement at any time for any reason or no reason by providing notice to Microsoft 30 days prior to the effective date of such termination.

7.4 Effect of Termination. Termination of the Agreement does not terminate either party's obligation to pay all outstanding amounts due. Upon termination of the Agreement, other than termination for Company's material breach, Company may continue to Distribute the Product embedded in Company Devices (subject to Company's obligations under this Agreement, including annual unit limitations). However, Microsoft has no duty or liability based on Company's installation, configuration, use, sale, offer for sale, importation, or other disposition or promotion of a Product after the effective date of termination of this Agreement. Termination of the Agreement for Company's material breach will automatically terminate Company's license under this Agreement.

7.5 Survival. The provisions of the Agreement will survive any termination or expiration, except those provisions requiring performance only while the Agreement is in effect.

Exhibit A

Company Assurances

Microsoft is committed to complying with applicable global trade and anti-corruption laws, regulations and policies. Microsoft recognizes that United States (U.S.) trade and anti-corruption laws and regulations govern the import, export, re-export and sale of devices and software (both in physical and electronic forms), as well as services, source code, technical data and technology. Where not contradictory to U.S. law, Microsoft will adhere and comply to the relevant local regulations of the countries in which Microsoft is doing business.

Export compliance. The services, parts, components, devices, software, technology and other materials that Microsoft is being requested to provide (collectively, “**Items**”) may be subject to U.S. and other import/export jurisdiction. Company must comply with the export controls and economic sanctions provisions of all applicable international and national laws, including but not limited to the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), regulations issued by the US Department of Treasury's Office of Foreign Assets Control (OFAC), European Union (E.U.)/United Kingdom (U.K.) sanctions programs, and end-user, end use and destination restrictions imposed by the U.S., E.U., and/or other governments. For additional information, see <http://www.microsoft.com/exporting/>.

By signing the Agreement, Company hereby certifies the following:

- Company is not a “**Restricted Party**,” which includes:
 - a. a person or entity identified by the U.S. government as subject to economic sanctions, including but not limited to listing on the Specially Designated Nationals List, Sectoral Sanctions Identification List, and/or similar lists of restricted parties maintained by OFAC; an entity owned 50% or more by an OFAC listed person or entity; or a person or entity subject to U.S. export control restrictions, such as listing on the EAR's Entity List, Denied Parties List, or Unverified List, or a person or entity acting on behalf of any aforementioned person or entity; and
 - b. a person or entity identified by governmental authorities in the European Union and/or the United Kingdom (whether or not currently an E.U. member) as a person or entity subject to economic sanctions or comprehensive export control restrictions, or an entity owned by, under the control of, or acting on behalf of any such person or entity.
- Company has obtained, to the extent required by applicable law, any license or equivalent authorization necessary to engage in exports, re-exports, transfers, and/or financial transactions involving Microsoft and/or the Items.
- No individual or legal person, body, or entity subject to E.U. and/or U.K. export controls or sanctions “owns” or “controls” (as both terms are defined in the [European Council's Update of the EU Best Practices for the effective implementation of restrictive measures](#)) Company, either alone or pursuant to an agreement with a shareholder or third party.

Microsoft products/services purchased:

- The Items will be used only in the context of the business activity of Company.
- The Items will not be used for any type of nuclear, missile and/or any chemical or biological weapon end use.
- The Items will not be made available, directly or indirectly, to or for the benefit of a natural or legal person, body, or entity by Company in violation of U.S., E.U., or U.K. export controls or economic sanctions.
- The provision of the Items to Company is not prohibited by U.S., E.U., or U.K. export controls or economic sanctions and the Items will not be unlawfully diverted, disclosed, or copied to:
 - a. any Restricted Party;

- b.** Cuba, Iran, North Korea, Syria Sudan, the Crimea region, or to any foreign national of Cuba, Iran, North Korea, Syria, or Sudan or person ordinarily residing in the Crimea;
- c.** any country where the export is controlled or would otherwise require an export license and/or U.S., E.U., or U.K. government approval; or
- d.** any individual or legal person, body, entity or country in violation of E.U. or U.K. export control and economic sanctions laws.