AGREEMENT: THIS DOCUMENT SETS FORTH THE AGREEMENT BETWEEN YOU AND MICROSOFT. THIS INCLUDES LINKS TO YOUR CONTACT INFORMATION; YOUR CHOICE OF PROGRAM LEVEL AND PAYMENT OPTION; TECHNICAL PREVIEW AGREEMENT; LOGO LICENSE, ETC. THE INFORMATION AND DOCUMENTS POSTED AT VSPARTNER.COM ARE INCORPORATED INTO THE AGREEMENT BELOW.

Visual Studio Partner
Program Agreement

Microsoft Corporation ("**we**" or "**us**") and "**you**," the entity signing below, enter into this Visual Studio Partner Program Agreement, which includes your choice of partnership level and associated fees, payment schedule, and Exhibits A-C (collectively, "**Agreement**"), for your participation in the Visual Studio Partner Program.

1. **BACKGROUND.** The parties desire to promote each other's software development tools and products under the terms set forth below.

2. **DEFINITIONS.**

   2. 1. **"Eligible Products"** means your software development tools and products that:

      a. are listed on Exhibit A; **and**

      b. work in conjunction with Visual Studio and/or other Microsoft Development Products

   2. 2. **"Microsoft Platforms"** means any current and future Microsoft operating system products, Microsoft run-time technologies (such as the .NET Framework), and Microsoft application platforms (such as Microsoft Office or Microsoft Dynamics) that we offer during the Term.

   2. 3. **"Development Products"** means the Microsoft Visual Studio family of products that we offer during the Term as listed on VisualStudio.com.

3. **PROGRAM BENEFITS.**

   3. 1. **Election.** To complete your agreement and request membership in Microsoft's Visual Studio Partner Program, you are required to indicate your choice of program level by clicking either the Basic, Alliance or Premier level when you apply for membership. You may upgrade or downgrade your level, effective on the anniversary date of the Effective Date, by both (i) executing the change level amendment on your Visual Studio Partner Program website, and (ii) confirming the change by email to vsipinfo@microsoft.com, prior to such date.

      Generally available Visual Studio Partner Program benefits for Basic, Alliance, and Premier levels are available at the following URL: http://localhost:55384/Benefits.

      Please note that we may modify the program benefits at our discretion during the Term. Updates to benefits will be posted on the Visual Studio Partner Program website as described above.

      Please select below which level of program benefits you wish to elect:

Select Level	Program Level	Annual Rate	Contract Term
	VISUAL STUDIO PARTNER PROGRAM BASIC	$0	1 year
	VISUAL STUDIO PARTNER PROGRAM ALLIANCE	$5,000/year	3 years
✔	VISUAL STUDIO PARTNER PROGRAM PREMIER	$10,000/year	3 years

   3. 2. **General.** You may participate in the program benefits you select above (the "**Program Benefits**") but only so long as you: (a) develop and commercially release your Eligible Products according to the "Program Requirements" indicated on the Program website (http://localhost:55384/Benefits); (b) offer, support and, in accordance with Section 5, update your Eligible Products for end users continuously throughout the Term; (c) engage proactively with the Microsoft team responsible for the Program Benefits; and (d) comply with the terms of this Agreement.

   3. 3. **Eligible Products.** To complete your agreement and request membership in Microsoft's Visual Studio Partner Program, you are required to complete information regarding your Eligible Product(s) contained in Exhibit A. If your Eligible Products change, you must update your profile in the Visual Studio Partner Program website.

   3. 4. **Other Eligible Products.** If you accept the online Microsoft Software License Terms — Visual Studio Software Development Kit (the "**VS SDK Agreement**"), then your products that qualify as "Eligible Products" under the VS SDK Agreement will also be deemed "Eligible Products" for purposes of receiving the Program Benefits. Your rights to Program Benefits for "Eligible Products" under any VS SDK Agreement will end, however, upon any expiration or termination of the VS SDK Agreement or this Agreement.

   3. 5. **Events.** You acknowledge and agree that, if you participate in any Visual Studio Partner Program-sponsored conferences, meetings, product launch or sim-ship activities, or other events ("**Events**"), your participation will be governed by the terms described in the Technology Preview Agreement and the Development Technologies Events Addendum to the Technology Preview Agreement (collectively, the "TPA") contained in Exhibit B. We may, at our discretion, change such terms on a program-wide basis, and if we do so, we will provide you with reasonable notice of such changes.

4. **OUR LOGO.**

   4. 1. You may display the Visual Studio Partner Program Logo (the "**Logo**") depicted in Attachment 1 to the Visual Studio Partner Program Logo License, attached hereto and incorporated herein as Exhibit C (the "**Logo License**"). Such display may be on your retail product packaging, download sites, and end user documentation for your Eligible Products, in accordance with the Logo License. You may also use the Logo with your Eligible Products in the other ways permitted in the Logo License. Your right to display the Logo, however, shall immediately and automatically cease upon termination of the Logo License. We may, at our discretion, modify the Logo, and if we do so, we will provide you with reasonable notice of such changes. The current Logo may be obtained from the Visual Studio Partner Program website (http://localhost:55384/) under "Resources" and is accessible by approved Visual Studio Partner Program members.

   4. 2. You agree to update all download sites and end user documentation you make digitally available within 30 days of the date we make a modified Logo available to you. Further, at the time the modified Logo becomes available to you, you agree to include the modified Logo on all sites and documentation you have under development. You are responsible for checking the Visual Studio Partner Program website (http://localhost:55384/) for any modified Logo.

5. **OBLIGATION TO UPDATE.** When we release new versions of, or successor products to, our Development Products, we want our end users to be able to enjoy the enhancements in them. Accordingly, if we commercially release a new version or successor of our Development Products, and you continue to distribute Eligible Products, then you will include a reasonable level of support for and integration with the new features and functionality in our release in your next version or release of Eligible Products. You may, however, distribute old versions of Eligible Products to those who do not want to use new releases of Eligible Products.

6. **NO BREAKING OUR PRODUCTS.**

6. 1. You will design and test the installation, uninstallation, repair, and maintenance setup and processes for Eligible Products to ensure that such setup and processes do not disable any features or adversely affect any functionality of any Microsoft products (a "**Breakage**").

6. 2. You will notify us in writing immediately after you discover any Breakage. If we learn or have a reason to suspect a Breakage, we may notify you in writing, at which point you will take commercially reasonable efforts to investigate the problem. You will correct any Breakage to our satisfaction within 90 days after your discovery of the Breakage or after our notice, as the case may be. Upon our request, you will provide us with a copy of the Eligible Product at no charge so that we may investigate possible Breakages.

7. **PAYMENT TERMS.**

7. 1. **Fee.** If applicable for your chosen level, you will pay us a nonrefundable annual program fee in the amount indicated in Section 3.1. We will invoice you for this fee on or after the Effective Date of this Agreement, and on each anniversary thereof during the Term. You are responsible for keeping your invoicing address up to date by sending us a notice pursuant to Section 15.1 below.

7. 2. **Payment.** You will pay all invoices within 30 days after the invoice date, in accordance with the instructions in our invoice. We may assess a late payment charge of 1.5% per month or the highest lawful rate, whichever is less, on all past due amounts. All amounts payable will be reported, invoiced, and paid in U.S. dollars.

You will pay the Visual Studio Partner Program fees in accordance with selected Visual Studio Partner Program membership level fee terms:

Program Year 1	$10,000.00
Program Year 2	$10,000.00
Program Year 3	$10,000.00

7. 3. **Taxes.**

   a. The amounts payable under this Agreement do not include any foreign, U.S. federal, state, local, municipal, or other governmental taxes, duties, levies, fees, excises, or tariffs arising out of or relating to the transactions contemplated herein. However, you will pay us any applicable value added, goods and services, sales or use taxes, or like taxes that are owed by you solely as a result of entering into this Agreement and that are permitted to be collected from you by us under applicable law. You may provide us a valid exemption certificate, in which case we will not collect taxes covered by such certificate. Any such certification must be submitted to Microsoft prior to Agreement execution, or, if not available without submitting the Effective Date of this Agreement, then promptly following Agreement execution. We are not liable for any of your taxes that you are legally obligated to pay that are incurred as a result of or arise in connection with or are related to the sale of goods or services under this Agreement (including net income or gross receipts taxes, franchise taxes, and/or property taxes), and all such taxes will be your financial responsibility. You will defend, indemnify, and hold us harmless from any of the foregoing taxes (including sales or use taxes paid by you to us) or claims, causes of action, costs (including reasonable attorneys' fees), and any other liabilities of any nature whatsoever related to such taxes.

   b. If any non-U.S. tax authorities determine that taxes must be withheld on your payments to us, you may deduct such taxes from the amount you owe us and pay them to the appropriate taxing authority, but only if you promptly secure and give us an official receipt for such taxes or other documents necessary to enable us to claim a U.S. Foreign Tax Credit. You will ensure that any taxes withheld are minimized to the extent possible under applicable law.

   c. This Section 7.3 governs the treatment of all taxes arising as a result of or in connection with this Agreement, notwithstanding any other provision.

8. **FEEDBACK.** If you give us feedback about the Visual Studio Partner Program, our Development Products, or any other Microsoft product or service, you give us without charge, the right to use, share, and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies, and services to use or interface with any specific parts of any Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires us to license our software or documentation to third parties because we include your feedback in them. We may also use any technical information we gather or derive as part of support or other services provided to you in connection with this Agreement, in order to improve Microsoft products or services, or to provide customized services or technologies to you. We may disclose this information to others, but not in a form that personally identifies you.

9. **YOUR WARRANTIES.** You represent and warrant that (a) you have the right to enter into and perform this Agreement; (b) there is no pending or threatened dispute or controversy relating to Eligible Products that has not been disclosed to us in writing prior to the Effective Date; (c) Eligible Products comply with all applicable laws; and (d) Eligible Products do not violate any third party intellectual property or other legal rights.

10. **DISCLAIMER OF WARRANTY. We give no express warranties, guarantees or conditions regarding any Microsoft trademarks or logos licensed to you pursuant to this Agreement and disclaim all warranties that might otherwise be implied by law. In addition, we make no representations, assurances, or warranties regarding the number of customers that you may gain or any other benefits that you may enjoy as a result of the Program Benefits.**

11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from us only direct damages up to the amount you paid under this Agreement. You cannot recover any other damages, including lost profits or consequential, special, indirect, or incidental damages.** This limitation applies to (a) anything related to any software, services, content (including code) on third party Internet sites, or third party programs; and (b) 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 we 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. The above limitation or exclusion also does not apply to our obligation to indemnify and defend you pursuant to Section 5(a) of the Logo License - Exhibit C.

12. **INDEMNITY.**

12. 1. **Claims and Losses.** You will:

   a. defend us, our affiliates and successors, and the officers, directors, employees, and agents of each ("**Microsoft Indemnitees**") against any and all claims, threats, actions, suits, demands, or other proceedings brought by others, arising out of or relating to (i) the marketing, distribution, or use of Eligible Products, or (ii) any facts that, if true, would be a breach of your warranties or obligations in this Agreement, including your obligations in the TPA - Exhibit B ("**Claims**"); and

   b. indemnify and hold Microsoft Indemnitees harmless from all damages, losses, liabilities, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind attributable to Claims, including reasonable attorneys' and experts' fees ("**Losses**");

   provided: (i) we notify you promptly of any Claim, (ii) we permit you, through counsel reasonably acceptable to us, to answer and assume the defense of any Claim, and (iii) we cooperate with you, at your request and expense, in all reasonable respects in such defense.

12. 2. **Procedures.** We may also employ separate counsel and participate in the defense at our own expense. You may not settle any Claim on behalf of a Microsoft Indemnitee, or publicize any settlement of a Claim, without first obtaining our written permission, which we will not unreasonably withhold.

13. **CONFIDENTIALITY.** If you have signed a standard reciprocal Microsoft Corporation Non-Disclosure Agreement ("**NDA**") with us, then any Confidential Information (as defined therein) relating to the subject matter of this Agreement, including the terms of this Agreement, will be subject to the NDA. If not (or upon any termination of that NDA during the Term), the following terms apply:

    13. 1. **Definition.** The terms of this Agreement and any other information that we designate as confidential and disclose to you are our "**Confidential Information.**"

    13. 2. **Use.** For five (5) years following the date that we disclose any Confidential Information to you, you may not disclose Confidential Information to third parties. You may disclose Confidential Information only to your employees and consultants who need to know the information to assist you and who have written agreements with you that protect the Confidential Information at least as much as this Agreement.

    13. 3. **Exclusions.** You may disclose Confidential Information in response to a judicial or governmental order. You must first give written notice to us to allow us to seek a protective order or otherwise protect the information. Confidential Information does not include information that (a) becomes publicly known through no wrongful act; (b) you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or (c) you developed independently.

    13. 4. **Media Communications.** Any press release or communication to the press or public regarding this Agreement and the parties' relationship will be made only after prior consultation with and written approval of each party. You may, however, publicly describe your participation in the Visual Studio Partner Program in a way that is accurate, is not misleading in any way, and does not claim or imply Microsoft endorsement of you or Eligible Products.

14. **TERM AND TERMINATION.**

    14. 1. **Term.** If execution of this Agreement is an initial execution and not a renewal, this Agreement will become effective on the first (1st) day of the month in which we both have signed it ("**Effective Date**"), and will end on the third-year anniversary thereof, unless terminated earlier ("**Term**"). If execution of this Agreement is a renewal, i.e., it follows an initial execution or renewal, this Agreement, as a renewal, will become effective on the first (1st) day following expiration of the prior Term and will end on the third-year anniversary thereof, unless terminated earlier.

    14. 2. **Termination of Agreement.** During the Term, either party may immediately terminate this Agreement (a) upon the other party's breach of Sections 9, 13, or 15.5 or its infringement of the first party's proprietary rights; (b) for any other breach of this Agreement by the other party that is not cured within 30 days after delivery of written notice of such breach; or (c) if the other party is found bankrupt, admits its inability to pay or ceases to pay debts as they become due, or otherwise reasonably can be considered insolvent.

    14. 3. **Effect of Termination.** Neither party will be responsible for any costs or damages resulting from the termination of this Agreement in accordance with this Agreement.

    14. 4. **Survival.** All definitions, Sections 7 through 15, and the terms in Exhibit B and Exhibit C that are designated as surviving will survive expiration or termination of this Agreement. In addition, your obligations under Section 6 will survive for one (1) year following expiration or termination of this Agreement.

15. **GENERAL.**

    15. 1. **Notices**. All notices, authorizations, and requests in connection with this Agreement will be in writing. Notices will be deemed given on the day of receipt by messenger, delivery service, email, fax, or U.S. mail (postage prepaid, certified or registered, return receipt requested) and addressed as follows (or to such other address as may be designated by written notice under this Section):

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
ATTN: Visual Studio Partner Program Manager
CC: Visual Studio Partner Program Attorney
FAX: 425.936.7329
EMAIL: vsipinfo@microsoft.com

Please specify your entity's contact information below.

Primary Contact:

Company Name	Company XYZ
First, Last Name	John Doe
Email Address	jdoe@companyxyz.com
Phone Number	4255558400
Address	157th Avenue Northeast
City, State, Postal Code	Redmond, Washington 98004
Country	United States

Primary Technical Contact & MSDN Subscription Recipient:

Company Name	Company XYZ
First, Last Name	John Doe
Email Address	jdoe@companyxyz.com
Phone Number	4255558400
Address	157th Avenue Northeast
City, State, Postal Code	Redmond, Washington 98004
Country	United States

Primary Billing Contact:

Company Name	Company XYZ
First, Last Name	John Doe
Email Address	jdoe@companyxyz.com
Phone Number	4255558400
Address	157th Avenue Northeast
City, State, Postal Code	Redmond, Washington 98004
Country	United States

Directions Recipient:

Company Name	Company XYZ
First, Last Name	John Doe
Email Address	jdoe@companyxyz.com
Phone Number	4255558400
Address	157th Avenue Northeast
City, State, Postal Code	Redmond, Washington 98004
Country	United States

15. 2. **Contact Information.** Primary contacts will be considered the most recent individuals provided to the Visual Studio Partner Portal (vspartner.com/partner page). Those listed contacts will be the individuals the Visual Studio Partner Team will contact in relation to issues or updates to the Program or any activities therein.

15. 3. **Our Relationship.** Even if we call you a "partner," you are an independent contractor for purposes of this Agreement. This Agreement will not be construed as creating a partnership, joint venture, agency, or franchise relationship or any fiduciary duty. You do not have the power to (a) make any promise or warranty on behalf of us or our affiliates; (b) vary any terms, conditions, warranties, or covenants by us or our affiliates; or (c) grant any person any rights that we have not previously authorized in writing.

15. 4. **Waivers.** No waiver of any breach of any term of this Agreement will constitute a waiver of any other breach of the same or other terms. No waiver will be effective unless made in a writing signed by an authorized representative of the waiving party.

15. 5. **Severability.** If a court finds any term of this Agreement to be unenforceable, unlawful, or invalid, that term will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

15. 6. **Assignment.** You may not assign this Agreement, or any rights or obligations in this Agreement, without our prior written consent, which will not be unreasonably withheld. For purposes of this Agreement, an "assignment" by you includes each of: (a) a change in your beneficial ownership of greater than 20% (whether in a single transaction or series of transactions) if you are a partnership, trust, limited liability company, or other like entity; (b) your merger with another party, whether or not you are the surviving entity; (c) the acquisition of more than 20% of any class of your voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and (d) the sale or other transfer of more than 50% of your assets (whether in one or multiple transactions).

15. 7. **Governmental Approvals.** You will, at your own expense, obtain and maintain in full force and effect all governmental approvals or filings, if any, and comply with all applicable laws and regulations, in connection with your performance under this Agreement.

15. 8. **Applicable Law.** If you are based outside of the European Union, this Agreement will be governed by the laws of the State of Washington and the United States. Otherwise, this Agreement will be governed by the laws of Ireland, subject to Section 6(b) of the TPA contained in Exhibit B. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

15. 9. **Dispute Resolution.** Subject to Section 6(b) of the Development Technologies Events Addendum contained in Exhibit B, if we bring an action to enforce this Agreement, we will bring it in the jurisdiction where you are based. If you bring an action to enforce this Agreement against us or any of our affiliates located outside of the European Union, you will bring it in the State of Washington, USA. Otherwise, you will bring such action in Ireland, subject to Section 6(b) of the Development Technologies Events Addendum contained in Exhibit B. Notwithstanding the foregoing, if any action brought by a party hereunder arises from or relates to both the Development Technologies Events Addendum contained in Exhibit B and the rest of the Agreement, such party will bring it in the State of Washington, USA. Either party may, however, seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

15.10. **Entire Agreement; Modifications.** This Agreement, including its Exhibits, together with the NDA (if any), is the entire agreement between you and us with respect to the subject matter of this Agreement. This Agreement does not apply to any Microsoft software, which is governed by its own end user license agreement. Except as otherwise provided herein, this Agreement will not be modified except by a subsequent written agreement signed by your and our authorized representatives.

The individual(s) signing electronically on the Company's behalf have the full right and authority to execute this agreement and bind the Company to its terms, including the Visual Studio Partner Program fees.

Microsoft Corporation	
First, Last Name	Shawn Nandi
Business Role/Title	Director, Developer Marketing and Business Planning
Email Address	vsipinfo@microsoft.com
Address	One Microsoft Way
City, State, Postal Code	Redmond, WA 98052
Country	USA
Date	4/8/2016

Company XYZ	
First, Last Name	John H. Doe
Business Role/Title	CEO
Email Address	jdoe@companyxyz.com
Address	157th Avenue Northeast
City, State, Postal Code	Redmon, Washington, 98004
Country	United States
Date	1/11/2017

Eligible Products

Name	VSIP Product 1
URL	vspartner.com
Version	1.0
Release Date	4/1/2016
Status	Release
License	Commercial
Integrates With	Visual Studio 2015
Description	This is a test product that we are adding to the VSIP Program test account.

Technology Preview Agreement

This Technology Preview Agreement ("Agreement") is between the parties signing below. "We," "us" and "our" refer to both Microsoft and you.

1. **The purpose of this agreement.**
   As indicated above, "you" are signing for yourself or, if you are employed by a company, for your company. If you are signing for your company, your signature confirms you are authorized to sign on its behalf.

   You will review the following Microsoft products, technologies or services ("Technology") at meeting(s) on the following date(s) or events:

   Any Microsoft products, technologies and/or services that are disclosed to you at a Development Technologies Event (as defined in the Visual Studio Partner Program Agreement during the term of such Agreement.

   This Agreement sets forth the terms by which you will provide Input and protect any Confidential Information that Microsoft discloses to you about the Development Products, technologies and/or services that are disclosed to you as part of an Event (as defined Section 3.5 of the Visual Studio Partner Program Agreement.

   The Agreement also allows Microsoft to use any Input you provide about the Technology. "*Input*" means suggestions, comments, feedback, ideas, or know-how you volunteer about the Technology.

2. **Confidential information.**
   a. **If there is an NDA between us.** If you have a nondisclosure agreement with Microsoft that is a 'Standard Reciprocal' nondisclosure agreement with a version date of March 2002 or later (the "NDA"), then the NDA applies to information exchanges. If the NDA and this Agreement conflict, Section 4 (Input) of this Agreement will control for any Input.

   b. **If there is not an NDA between us.**
      1. "Confidential information" means non-public information, know-how or trade secrets in any form, that:

      i. Microsoft designated as being confidential; or
      ii. A reasonable person knows or reasonably should understand to be confidential.

      The following types of information, however marked, are not Confidential Information. Information that:

      - Is, or becomes, publicly available without a breach of this Agreement;
      - Was lawfully known to you without an obligation to keep it confidential;
      - Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
      - Is independently developed; or
      - Is Input.

3. **Treatment of Confidential Information.**
   a. **In general.**

      1. You will not disclose the Confidential Information to third parties for five (5) years from the date of the last disclosure;
      2. You will use the Confidential Information only for purposes of this business relationship; and
      3. You will take reasonable steps to protect the Confidential Information. These steps must be at least as protective as the steps you take to protect your (or your company's) own Confidential Information.

   b. **Disclosing Confidential Information if required to by law.** You may disclose the Confidential Information if required by a court order or other government demand that has the force of law. Prior to disclosure, you must:

      1. Seek the highest level of protection available; and
      2. Give Microsoft reasonable prior notice when possible to allow them to seek a protective order.

4. **Input.**
   a. **Input is voluntary.** You are not required to give Input. Input is voluntary and, even if designated as confidential, Microsoft may use it for any purpose without obligation of any kind. Microsoft will not disclose the source of Input without your consent. Unless the parties specifically agree in writing, Input will not create any confidentiality obligation.

   b. **Limits on Input.** You will not give Input that:

      1. You have reason to believe is subject to a third party patent, copyright, trade secret or other intellectual property claim; or
      2. Is subject to an Excluded License. An "Excluded License" is any software license requiring, as a condition of use, modification and/or distribution that the software or other software combined or distributed with it be:
         i. Disclosed or distributed in source code form;
         ii. Licensed for the purpose of making derivative works; or
         iii. Redistributable at no charge.

   c. **License grant.** If you give Input to Microsoft, you grant to Microsoft, without charge, a non-exclusive license under intellectual property rights you own or control. The license allows Microsoft to make, use, modify, distribute, and otherwise commercialize the Input as part of any Microsoft Offering. A "Microsoft Offering" is any Microsoft product, technology, service, or any of their components. The term includes:

      1. Pre-release and commercially released versions of any Microsoft Offerings (whether released for a fee or otherwise); and
      2. Documentation, specification, or other proposal for any Microsoft Offerings.

   d. **Reservation of rights; ownership.** Subject to the express licenses granted in this Agreement, you:

      - Retain all right, title, and interest in and to the Input; and
      - Reserve all rights not expressly granted.

5. **Limitations and warranties.**
   Except as provided in Section 4 (Input):

   a. **As-is.** All information, materials and Input are provided 'as-is' The receiver bears the sole risk of using them.

   b. **No express or implied warranties.** Except as provided herein, each party expressly disclaims all other express, implied, or statutory warranties. This includes the warranties of merchantability, fitness for a particular purpose, title and non-infringement.

6. **Compliance with law.** Each party will comply with all international and national export laws that apply to the Technology.

7. **Money damages insufficient.** Monetary damages may not sufficiently compensate a breach of this Agreement. Either party may seek court orders to stop the

disclosure of Confidential Information in breach of this Agreement without the obligation of posting a bond.

8. **Other Terms.**
Because this agreement relates to Visual Studio Partner Program-sponsored events, the terms in the following Development Technologies Events Addendum is also included as part of this agreement.

Development Technologies Events Addendum to the Technology Preview Agreement

In this Development Technologies Events Addendum, the term "**Participant**" will mean "you," as that term is defined in the Agreement to which this is attached. "**Microsoft**" means Microsoft Corporation.

1. **Events Participation.** Participation in the Development Technologies Events is strictly voluntary.

2. **Allocation of Facilities, Compliance, Your Computer Equipment; Microsoft Software; Third Party Software.**

   a. **Allocation of Facilities.** The allocation of office space, workspace and or lab space to Participant within the Event will be determined by Microsoft in its sole discretion and may be immediately revoked by Microsoft if Participant fails to adhere to the requirements of this Addendum. Participant will be responsible for providing its own personnel to work on projects undertaken within the Event.

   b. **Compliance with Laws.** Participant agrees that, while its personnel are on Microsoft property, such personnel will comply with all applicable local, state and federal laws, statutes and regulations, including without limitation, all laws prohibiting harassment of any kind in the workplace.

   c. **Compliance with Microsoft Rules.** Microsoft will advise Participant of, and Participant agrees that its personnel will abide by, all applicable Microsoft rules, regulations and security measures while at the Event and on Microsoft property. For example, although Participant personnel may be provided security card access to the Event and other selected facilities, Participant's personnel shall be entitled to access only the office space or designated areas within the Event expressly allocated to Participant by Microsoft.

   d. **Restrictions Regarding Participant Use of Facility.** While inhabiting office space within the Event or while on Microsoft property, Participant will not promote, use, post, or otherwise present its own or other third party marketing collateral or signage without the prior written approval of the designated Microsoft program manager. Further, Participant's right to use the Event or other Microsoft-owned facilities is limited to only activities involving the development, testing, use, sale, or deployment of its technology on Microsoft technology. This provision is not meant to restrict in any way Participant's activities outside of the Event or other Microsoft-owned facilities. Microsoft reserves the right to immediately terminate Participant's rights under this Addendum if Participant does not comply with this restriction.

   e. **Participant Computer Equipment.** Participant personnel may bring personal computers into the Event (e.g., notebook/portable/tablet/laptop computers) for their own personal use. However, if Participant intends to loan any property or equipment (excluding third-party software) to Microsoft in connection with its participation in the Event, Participant and Microsoft must complete and sign a separate equipment loan agreement prior to Participant bringing any such property or equipment into the Event.

   f. **Microsoft Software.** Any Microsoft pre-release or commercial software provided to Participant in connection with the Event will be licensed to Participant pursuant to the terms of the end user licensing agreement accompanying or otherwise applicable to such software (the "**Software**"). Subject to the foregoing, any materials, Software, and information disclosed or provided to Participant in connection with the Event are for information purposes only, and nothing in these terms or in the rest of the Agreement or in its performance grants, by implication, estoppel, or otherwise, Participant any right, title, interest, or license, in or to Microsoft's patents, patent applications, trade secrets, copyrights, mask work rights, trademarks (including names, logos, logotypes, trade dress, designs or other marks) or other intellectual property rights. In the event of any conflict between the terms of any applicable end user license agreement and the terms of the Agreement, the terms of the end user license agreement shall control, but only with regard to the subject of such conflict.

   g. **Third Party Software.** Participant may not bring any third party software (i.e., non-Microsoft or non- Participant software) into the Event or otherwise onto Microsoft property, for the purpose of installing and/or using such software on Microsoft equipment, without Microsoft's prior written consent, which consent may be granted or withheld in Microsoft's sole discretion. Under no circumstances shall Participant bring into the Event or otherwise onto Microsoft property, for the purpose of installing and/or using such software on Microsoft equipment, any Publicly Available Software (as defined below) or any software developed using Publicly Available Software (e.g., tools). "**Publicly Available Software**" means any software licensed under terms requiring that other software combined or distributed with such software be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable without charge. Microsoft reserves the right to immediately terminate Participant's participation in an Event if it does not comply with this restriction.

   h. **Participant Software.** If Participant makes its own software applications available to Microsoft in connection with the Event, Participant hereby grants Microsoft a limited license to install, use and reference such software applications for the purpose of providing support to Participant during the Event. Participant shall not provide any of its software applications to Microsoft in source code form without Microsoft's prior written consent. Participant shall not install or permit the installation of any of its software applications in source code form on any Microsoft computers or other equipment.

3. **Exchange of Information Between Participants.** From time to time, Participant's participation in the Event may require it to disclose its confidential information to other Event participants. The Parties agree that such disclosures are outside the scope of the NDA or any other confidentiality agreements between Microsoft and Participant; and if Participant requires a non-disclosure agreement in order to permit such disclosures, Participant will be solely responsible for obtaining such agreement with the other Event participant(s). Participant agrees that Microsoft will have no responsibility or any liability to Participant in connection with Participant's disclosure of confidential information to other Event participants.

4. **Termination of Event.** Upon the end of Participant's participation in an Event, Participant will: (a) vacate its office space and workspace within the Event; (b) return to Microsoft any identification badges and premises access cards provided to Participant; (c) return all Microsoft-owned property to Microsoft, including but not limited to any Microsoft software provided to Participant in connection with its participation in the Event; and (d) remove all Participant-owned equipment or property from Microsoft premises.

5. **Limitation of Liability.** The provisions of Section 11 of the Microsoft Visual Studio Partner Program Agreement will apply to any software, materials or assistance Microsoft provides under or in connection with this Exhibit B.

6. **General.**

   a. All of the terms in the Technology Preview Agreement and Sections 5 and 6 of this Addendum will survive termination of the Microsoft Visual Studio Partner Program Agreement.

   b. The laws of the State of Washington, exclusive of its choice of law rules, will govern this Exhibit B. With respect to any disputes arising out of, or relating to, this Exhibit B: (a) the parties consent to the exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington, USA (the "Forum"); (b) Participant irrevocably waives all defenses of lack of personal jurisdiction and forum non-conveniens with respect to the Forum; and (c) legal process may be served on either party in the manner authorized by applicable law or court rule. If either Microsoft or the Participant employs attorneys to enforce any rights arising out of or relating to this Exhibit B, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

<div align="center"><u>**EXHIBIT C**</u></div>

<div align="center" style="color:purple">

VISUAL STUDIO PARTNER PROGRAM LOGO LICENSE

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This Logo License ("**Logo License**") forms part of and incorporates by reference the Visual Studio Partner Program Agreement signed by you and us (the "**Agreement**"). In the event of any inconsistency between the Agreement and this Logo License, the Agreement will prevail.

1. **DEFINITIONS.** In addition to the terms defined in the Agreement:
    a. "**Criteria**" means Product must be an Eligible Product complying with the Agreement.
    b. "**Logo**" means the Visual Studio Partner Program logo depicted in Attachment 1 hereto or such additional or replacement logos as may be provided by us.
    c. "**Product**" means your product that (i) meets the Criteria, and (ii) is listed on Exhibit A to the Agreement.
    d. "**Subsidiary(ies)**" means a company, corporation, or other entity in which, on a class by class basis, more than 50% of the stock or other ownership interest entitled to (i) vote for the election of directors or managing authority, or (ii) control or otherwise direct decisions for such entity, is directly or indirectly owned by you, but only so long as such ownership or control exists, and Subsidiary is bound by all terms and conditions of this Logo License to the same extent as you. You will provide us with the name and address of each such Subsidiary exercising rights under this Logo License upon our written request.

2. **LICENSE GRANT & RESTRICTIONS**
    a. We grant you a worldwide, nonexclusive, nontransferable, royalty-free, personal license to use the Logo solely with Product that meets the Quality Standards (as set forth in Section 4(a)), in the manner described in Attachment 1 hereto. We reserve all rights not expressly granted herein.
    b. You may sublicense solely to Subsidiaries, use of the Logo in relation to Product that meets the Quality Standards, and you will have a continuing obligation during the term of this Logo License to require Subsidiaries' compliance with the terms and conditions of this Logo License. No other sublicense will be permitted. You and Subsidiaries will not assign, transfer, or sublicense this Logo License (or any right granted herein) in any manner without our prior written consent.
    c. This Logo License does not grant by implication, estoppel, or otherwise, any license to any Microsoft technology or proprietary rights other than use of the Logo pursuant to Section 2(a).

3. **OWNERSHIP, IDENTIFICATION & USE**
    a. You acknowledge our sole ownership of the Logo, and all associated goodwill, and that we retain all right, title, and interest in and to the Logo. All goodwill arising from your use of the Logo will inure to our sole benefit.
    b. You will not use the Logo in any manner that will diminish or otherwise damage our goodwill in the Logo. You will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark, or certification mark, or other designation that violates our rights in the Logo.
    c. You will take reasonable steps to notify us of any suspected violation of, or challenge to, our rights in the Logo of which you become aware. We will have the sole right to, and in our sole discretion may, control any action concerning the Logo.

4. **QUALITY CONTROL**
    a. You represent that all Product distributed in connection with the Logo: (i) meets the Criteria, (ii) meets or exceeds the quality of products distributed by you before the Effective Date of the Agreement, (iii) meets or exceeds standards of quality and performance generally accepted in the industry, and (iv) complies with all applicable laws, rules, and regulations and will not violate or infringe any right of any third party (collectively the "Quality Standards"). You will use the Logo solely in connection with Product that meets the Quality Standards.
    b. You will cooperate with us to facilitate periodic review of your use of the Logo, and of your compliance with the Quality Standards. You will promptly correct and remedy any deficiencies in your use of the Logo and conformance to the Quality Standards upon reasonable notice from us.

5. **INDEMNIFICATION FROM US**
    a. We will indemnify and defend you against any third party claims that the Logo infringes any trademark rights of such third party ("Microsoft Indemnified Claim") and related Losses, provided: (i) you notify us promptly in writing of such claims, (ii) we have sole control over the defense of the same, and (iii) you provide reasonable cooperation in the defense of the same.
    b. In connection with any pending or reasonably anticipated Microsoft Indemnified Claim, you will promptly discontinue or modify use of the Logo upon our request. We will have no liability for any Microsoft Indemnified Claim to the extent it is based on your use of the Logo more than 20 days after our written notice that you should cease use of the Logo due to such claim. You will indemnify and defend Microsoft Indemnitees from and against all Losses incurred due to your use of the Logo after such 20-day notice period.

6. **TERM AND TERMINATION**
    a. The term of this Logo License will commence on the Effective Date of the Agreement, and will continue until the earlier of the date on which you cease distribution of Product to third parties pursuant to the Agreement; or (ii) the date of expiration or termination of the Agreement, unless this Logo License is terminated earlier.
    b. We have the right to terminate this Logo License without cause upon 60 days prior written notice. Either party will have the right to immediately terminate this Logo License for breach by the other party if such breach is not cured within 30 days of written notice to the other party of such breach. If this Logo License is terminated for any reason, we agree to amend the Agreement to eliminate your obligation to use the Logo.
    c. Upon expiration or termination of this Logo License, you will immediately cease all use of the Logo. However, unless this Logo License is terminated for breach, you may continue to distribute units of Product and advertising materials containing the Logo that are in your inventory or distribution channel as of the effective date of expiration or termination for a period of 90 days such date, provided that such use of the Logo complies with this Logo License.

7. **USE OF OTHER MICROSOFT LOGOS**
    a. Use of other logos in reference to your products and services is subject to the Branding Guidelines as listed on https://www.microsoft.com/en-us/legal/IntellectualProperty/Trademarks/Usage/Logo.aspx and prescribed by each individual product group. These guidelines are available as part of the Resources site within the Visual Studio Partner Portal and the rules and restrictions are subject to change at any time.

8. **NOTICES.** All notices, authorizations, and requests in connection with this Logo License will comply with the Agreement, with copies to:
    Microsoft Trademark Attorney - Visual Studio Partner Program
    One Microsoft Way
    Redmond, WA 98052-6399 USA
    Email: VSIPINFO@microsoft.com
    Fax: (425) 936-7329

9. **SURVIVAL.** Sections 6(c), 7, and 8 will survive expiration or termination of this Logo License.

to the VISUAL STUDIO PARTNER PROGRAM LOGO LICENSE

Specifications for Using the Logo

Introduction

The Microsoft® Visual Studio® Partner logo(s) may be used by organizations that are members of the Visual Studio Partner Program and have entered into a Microsoft Visual Studio Partner Program Agreement with Microsoft which includes a license to use the logo(s). Your use of the logo(s) is subject to your compliance with all terms and conditions of the Visual Studio Partner Program and your Microsoft Visual Studio Partner Program Agreement. The usage guidelines in this document explain the proper use of the Microsoft Visual Studio Partner logo(s) to indicate your relationship with Microsoft as a valued participant in the Visual Studio Partner Program. Please review these guidelines and use the logo(s) with consistency and care to ensure the Microsoft Visual Studio Partner logo(s) remain powerful, recognizable, and meaningful marks.

Usage Guidelines Overview

- You may not display the Visual Studio Partner logo in any manner that suggests that "Microsoft", "Visual Studio" is a part of your company name. Your use of the logo(s) must clearly indicate that you are independent from Microsoft.

- You may not combine the Visual Studio Partner logo artwork with any other object, including, but not limited to, other logos, icons, words, graphics, photos, slogans, numbers, design features, symbols, or Web site audio files.

- You may use the Visual Studio Partner logo(s) only as provided by Microsoft. Except for size, which is subject to the specifications in these guidelines, the logo may not be altered in any manner, including proportions, colors, elements, etc, or animated, morphed, or otherwise distorted in perspective or dimensional appearance.

- **Neither** the Visual Studio Partner logo(s) may not be translated or otherwise localized into any other language. Any localized versions of the logo must be provided by Microsoft.

## Visual Studio Partner Logo

Clear Space

A minimum clearance must be maintained between the logo and other graphical elements. The clear space (x) around the logo is equal to the Cap-height of Visual Studio.
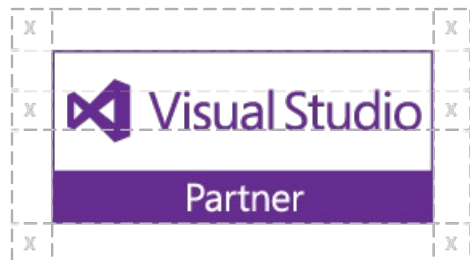
Minimum Size

This example shows the logo at its smallest acceptable size. In print, the minimum size (x) equals 1.3". In user interfaces and on the Web, the minimum size (x) equals 95 pixels.
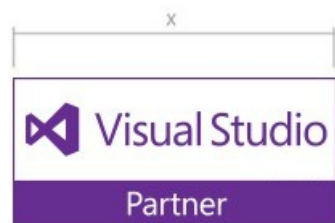
Color

Full-color is the preferred version; however, two-color and one-color line-art versions are available for limited use.

Orientation

The logo should always be horizontal. Never orient the logo at an angle or on its side.

Usage Examples

Do:

Full color is preferred. Use flat color or black line art only when full-color is not an option. Use logo as provided.

Don't:

Do not alter the logo in any way except for resizing.