

AGREEMENT: THIS DOCUMENT SETS FORTH THE AGREEMENT BETWEEN YOU AND MICROSOFT. THIS INCLUDES LINKS TO YOUR CONTACT INFORMATION; PROGRAM LEVEL; LOGO LICENSE, ETC. THE INFORMATION AND DOCUMENTS POSTED AT <http://vsipprogram.com> ARE INCORPORATED INTO THE AGREEMENT BELOW.

## Visual Studio Partner Program Agreement

Microsoft Corporation ("we" or "us") and "you," the individual or entity signing below, enter into this Visual Studio Partner Program Agreement, which includes the Basic partnership level and Exhibit A (collectively, "**Agreement**"), for your participation in the Visual Studio Partner Program.

1. **BACKGROUND.** The parties desire to promote each other's software development tools under the terms set forth below.
2. **DEFINITIONS.**
  - 2.1. "**Eligible Products**" means your software development tools that are integrated with and/or work with the Microsoft Visual Studio products and development technologies.
  - 2.2. "**Microsoft Platforms**" means PROGRAM BENEFITS.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. "**Visual Studio**" means the Microsoft Visual Studio family of products and Team Foundation Server that we offer.
3. **PROGRAM BENEFITS.**
  - 3.1. **Election.** To complete your agreement and request membership in Microsoft's Visual Studio Partner Program, you have selected the **Basic level** in the Visual Studio Partner Program. You may upgrade to the Alliance or Premier level in the Program by editing your profile and selecting "Change Level". Generally available Visual Studio Partner Program benefits for Basic level are listed at <http://vsipprogram.com/benefits>.
  - 3.2. **General.** You may participate in the Visual studio Partner Program Basic level benefits (the "**Program Benefits**") but only so long as you: (a) within 180 days from the acceptance of this agreement, develop and release Eligible Products; (b) offer, support and 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. **Program and Benefits Changes; Termination.** 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. We may also terminate the Visual Studio Partner Program in accordance with our business strategy.
4. **LOGO USAGE.**
  - 4.1. **Our Logo.** You may display the Visual Studio Partner Program Logo ("**Our Logo**") depicted in Attachment 1 to the Visual Studio Partner Program Logo License, attached hereto and incorporated herein as Exhibit A (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 Our Logo with your Eligible Products in the other ways permitted in the Logo License. Your right to display Our Logo, however, shall immediately and automatically cease upon termination of the Logo License. We may, at our discretion, modify Our Logo, and if we do so, we will provide you with reasonable notice of such changes. The current version of Our Logo may be obtained from the Visual Studio Partner Program website under "Resources" and is accessible by approved Visual Studio Partner Program members.
  - 4.2. **Your Logo.** We may display your Logo ("**Your Logo**") in connection with your membership and participation in the Visual Studio Partner Program, in the Visual Studio Partner Program website, in connection with events such as labs, and other activities and materials relevant to your participation in the Visual Studio Partner Program. Accordingly, you grant us a worldwide, nonexclusive, nontransferable, royalty-free, personal license to use Your Logo as set forth above. As between us, we acknowledge your sole ownership of Your Logo, and all associated goodwill, and that you retain all right, title, and interest in and to Your Logo. All goodwill arising from our use of Your Logo will inure to your sole benefit.
5. **OBLIGATION TO UPDATE.** When we release new versions of, or successor products to, Visual Studio, 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 Visual Studio, 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. **FEEDBACK.** If you give us feedback about the Visual Studio Partner Program, Visual Studio, 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.
8. **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.
9. **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.
10. **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, if any. 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

11. **INDEMNITY.**

11. 1. **Claims and Losses.** You will:
- 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 ("**Claims**"); and
  - 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.
11. 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.

12. **CONFIDENTIALITY.**

12. 1. 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:
12. 2. **Definition.** The terms of this Agreement and any other information that we designate as confidential and disclose to you are our "**Confidential Information.**"
12. 3. **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.
12. 4. **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.
12. 5. **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.

13. **TERM AND TERMINATION.**

13. 1. **Term.** This Agreement will become effective upon mutual execution ("**Effective Date**"), and will continue unless otherwise terminated ("**Term**").
13. 2. **Termination of Agreement.** During the Term, either party may immediately terminate this Agreement (a) upon the other party's breach of Sections 8, 12, or 14.5 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) upon thirty (30) days prior written notice at such party's sole election. In addition, Microsoft may terminate this Agreement if it discontinues the Visual Studio Partner Program or if you have not logged onto the Visual Studio Partner Program website at least once every three (3) months.
13. 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.
13. 4. **Survival.** All definitions, Sections 7 through 14, and the terms in [Exhibit A](#) that are designated as surviving will survive expiration or termination of this Agreement. In addition, your obligations under Section 7 will survive for one (1) year following expiration or termination of this Agreement.

14. **GENERAL.**

14. 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**

Attention: Visual Studio Partner Program Manager

One Microsoft Way

Redmond, WA 98052

FAX: 425-936-7329

Email: [vspinfo@microsoft.com](mailto:vspinfo@microsoft.com)

14. 2. **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.
14. 3. **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.
14. 4. **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.
14. 5. **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).
14. 6. **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.

14. 7. **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. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
14. 8. **Dispute Resolution.** 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. Either party may, however, seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
14. 9. **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	11/12/2016

jdm7dv	
First, Last Name	jdm7dv Moore
Business Role/Title	Agreement Initiator
Email Address	jdm7dv@gmail.com
Date	11/12/2016

## EXHIBIT A

# VISUAL STUDIO PARTNER PROGRAM LOGO LICENSE

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.
- 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. **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  
Fax: (425) 936-7329

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

## ATTACHMENT 1

# 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.

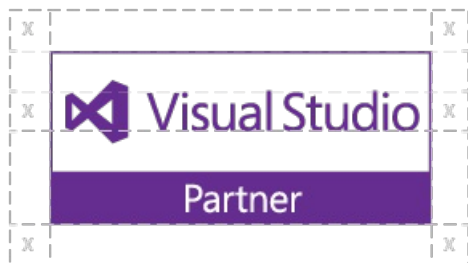
**Neither** the Visual Studio Partner logo(s) may not be translated or otherwise localized into any other language. Any localized versions of the logo must be provided by Microsoft.

### Visual Studio Partner Logo



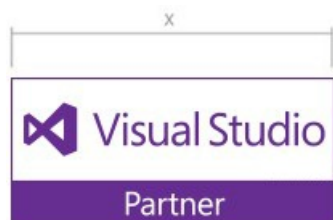
### Clear Space

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.

