

MICROSOFT PRE-RELEASE SERVICE AGREEMENT FOR AZURE SERVICES PREVIEWS

LAST UPDATED: December 2015

This Agreement applies to your use of the following Azure Services previews:

- Real-time Data Explorer

In this Agreement, the foregoing Azure Services previews and any associated technology (including software), services, content, information, materials and updates that Microsoft makes available to you as part of these Azure Services previews are collectively referred to as the “Services”. This Agreement only applies to the Services. If you are a subscriber to Microsoft Azure services, your Microsoft Azure agreement applies to your use of Microsoft Azure services generally while this Agreement applies to your use of the Services specifically.

The Services are optional evaluation services offered by Microsoft to select customers and partners to obtain feedback prior to general release. Evaluation services may employ lesser or different security measures than those typically present in the other Microsoft services. Please read this Agreement carefully.

BECAUSE OF THE PRE-RELEASE NATURE OF THE SERVICES, MICROSOFT STRONGLY DISCOURAGES YOU FROM USING ANY DATA IN OR WITH THE SERVICES THAT (1) YOU CONSIDER CONFIDENTIAL OR PROPRIETARY, OR (2) PERSONALLY IDENTIFIES, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL.

YOUR USE OF THE SERVICES IS CONFIDENTIAL AND GOVERNED BY THE TERMS OF YOUR NON-DISCLOSURE AGREEMENT WITH MICROSOFT. PLEASE DO NOT DISCLOSE YOUR EXPERIENCES USING THE SERVICES EXCEPT IN ACCORDANCE WITH THAT NON-DISCLOSURE AGREEMENT.

1. WHAT THIS AGREEMENT COVERS

This is an agreement (“**Agreement**”) between you, an individual, corporation, or other legal entity (“**you**”) and Microsoft Corporation, One Microsoft Way, Redmond, Washington, USA (“**Microsoft**,” “**we**,” “**us**” or “**our**”). This Agreement applies to your access to and use of the Services. By using the Services, you acknowledge that you have read this Agreement and agree to its terms, including the electronic delivery of notices and disclosures in connection with the Services. If you do not accept these terms or do not want to enter into this Agreement with Microsoft, please do not proceed to access and use the Services.

You represent that you have legal capacity to enter into this Agreement. If you are entering into this Agreement on behalf of an entity or organization, you further represent that you are an authorized representative of such entity and duly authorized to enter into this Agreement.

2. HOW YOU MAY USE THE SERVICES

2.1 General

You may access and use the Services only through the means we designate for the Services and only in accordance with the terms of this Agreement and the policies and procedures we designate for use of the Services.

Subject to your acceptance of and compliance with this Agreement, you may use the Services for the sole purposes of testing the Services in a test environment and providing feedback to Microsoft. You may not use the Services in a production or “live” environment.

For purposes of this Agreement, “**Data**” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, you or your end users through use of the Services. “**Your Materials**” means your (i) Data, (ii) software programs or (iii) services, in each case, that you use in connection with your access to or use of the Services.

BECAUSE OF THE PRE-RELEASE NATURE OF THE SERVICES, MICROSOFT STRONGLY DISCOURAGES YOU FROM USING ANY DATA IN OR WITH THE SERVICES THAT (1) YOU CONSIDER CONFIDENTIAL OR PROPRIETARY, OR (2) PERSONALLY IDENTIFIES, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL.

Microsoft has no obligation to monitor the Services. However, Microsoft reserves the right to review your use of the Services and Your Materials and to remove any of Your Materials in its sole discretion. Microsoft reserves the right to terminate your access to any or all of the Services at any time, without notice, for any reason whatsoever.

2.2 Your Responsibility

You bear sole responsibility for Your Materials, and any costs associated with using Your Materials.

You represent, and will ensure during the term of this Agreement, that you have the necessary rights to Your Materials, and that using Your Materials with the Services does not and will not infringe the intellectual property or other proprietary rights of any third party. You will obtain all necessary rights, and comply with all licenses or other terms, from the rightful owner(s) of Your Materials. You will access or use the Services (a) without violating the rights of any third party or purporting to subject Microsoft to any other obligations to you or any third party, and (b) solely in a manner that complies with all applicable laws and regulations.

2.3 Pre-Release Services and Updates

The Services are early previews of prototypes in various pre-release stages that are intended for gathering feedback and are not production-quality.

The Services and any updates to the Services may be unreliable. You may experience errors, bugs, unexpected interruptions, delays or periods of inaccessibility, and loss of Data. You assume all risks associated with your use of the Services and any updates, including the risk that they may not operate properly or reliably and that they may cause damage to Your Materials. Microsoft may delete any of Your Materials that remain in the Services after this Agreement terminates. You are fully responsible for backing up Your Materials. Microsoft has no liability for the deletion of Your Materials from the Services.

Microsoft may change the Services at any time, including without limitation for future pre-release or commercial versions, and we may not release future pre-release or commercial versions of any of the Services.

2.4 Software

- (a) If you receive software from us as part of the Services, your use of that software is under the terms of the license that is presented to you for acceptance for that software.

We reserve all other rights to such software not expressly granted by us in those license terms, whether by implication, estoppel or otherwise.

- (b) If the software has no separate license, then we grant you, subject to the terms of this Agreement, a limited, personal, non-exclusive, revocable license to use the software only for and during the authorized use of the Services to which the software relates, unless other rights or limitations are stated in this Agreement. You may not copy, modify or create derivative works, publish, transmit, distribute, sell or attempt to sell or transfer, or otherwise use or exploit any software unless we or our suppliers have expressly allowed you to do so in writing. You will not disassemble, decompile, or reverse engineer any software associated with the Services, except and only to the extent that the law expressly permits this activity. We reserve all other rights to the software not expressly granted by us under this Agreement, whether by implication, estoppel or otherwise. The software may include third-party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third-party programs are included for your information only.
- (c) We may automatically check your version of the software. We may also automatically download upgrades to the software to your computer or other device on which the software is installed to update, enhance and further develop the Services. By installing the software you acknowledge and agree that we may automatically check your version of the software and download upgrades as provided in this subsection (c). You may withdraw this consent to automatic updates by uninstalling the software.
- (d) Unless we notify you otherwise, your license to use the software will terminate on the earlier of (i) termination of your Services account, or (ii) termination/cancellation of the Services. You must promptly uninstall the software after this Agreement is terminated. You acknowledge and agree that we may disable the software without notice to you upon termination of your rights to use the software or the Services.

2.5 Services Application Programming Interfaces (APIs)

We may provide you with access to certain Services APIs, as determined by us in our sole discretion. If we do, and subject to your compliance with the terms of this Agreement, you may use these Services APIs for only the purpose that we specify at the time we provide you with access to the Services APIs. If no terms are provided, your access is subject to the terms of this Agreement.

3. HOW YOU MAY NOT USE THE SERVICES

- (a) Unless you are otherwise notified by Microsoft in writing, you may not access or use the Services in or to support your live operating or commercial production environment.
- (b) You may not interfere or attempt to interfere in any manner with the functionality or proper performance of the Services, or the availability or accessibility of any other services or offerings used in connection with the Services.
- (c) You may not access or use the Services for any unlawful or deceptive purpose or in any way that is illegal or promotes illegal activities. Without limitation, you may not access or use the Services in any manner that:
 - (i) might be discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age,

- (ii) is defamatory, offensive, malicious or harmful to any person or entity,
 - (iii) would violate local, state, federal or other applicable consumer privacy regulations,
 - (iv) would compile or use any information obtained through the Services for the purpose of spamming, unsolicited sales or any advertising, marketing or other activities that are impermissible under Microsoft's anti-spamming policy at <http://privacy.microsoft.com/en-us/anti-spam.msp>,
 - (v) would infringe the intellectual property or other proprietary rights of any third party,
 - (vi) would violate the rights of any third party, or
 - (vii) purports to subject Microsoft to any other obligations.
- (d) You may not use the Services (or any component thereof) to design or build a competitive service or to otherwise copy the design, functionality or user interfaces within the Services.
 - (e) If you are using the Services in a shared or sandbox environment with other users who do not belong to your organization, you may not interfere with the use of the environment by other users and you may not access, delete, or modify any data, software, information or other materials placed in the environment by other users.
 - (f) You may not use the Services for any high-risk use (e.g., where failure or fault of the Services could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage).
 - (g) You may not (i) sell, assign, lease, rent, transfer, broadcast, distribute or grant rights in or to the Services to any third party; (ii) 'frame', 'mirror', link to, or incorporate the Services or any of its components within your own online environment; or (iii) directly or indirectly offer or provide the Services as a service to third parties.
 - (h) You may not remove, obscure, or alter any notice of any trademarks, service marks, service or trade names, logos, and other proprietary designations of Microsoft, its affiliates or its suppliers.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights; No Other License

Except for the express limited use and access rights set forth in this Agreement, Microsoft, our licensors and our suppliers reserve all right, title and interest (including all intellectual and proprietary rights) in and to the Services, including without limitation any technology, software and other content that we provide or use to provide the Services. No additional rights (including implied licenses, rights or covenants) are granted by implication, estoppel or otherwise.

4.2 License to Microsoft

By using the Services, you license Microsoft (and its affiliated companies and necessary sublicensees), under your intellectual property rights, any rights needed by Microsoft to use or process Your Materials through the Services or any other information you provide to us in connection with your use of the Services, solely for the purpose of enabling Microsoft to provide to you and improve the Services or support services (if any). You also grant Microsoft the right

to track and record usage patterns, trends, and other statistical data related to your use of the Services for Microsoft's internal use.

4.3 No Claims of Ownership by Microsoft

Microsoft claims no ownership of or control over Your Materials, output created through your use of the Services or other information you provide to us in connection with your use of the Services (other than feedback, which is covered in Section 10). It is solely your responsibility to protect any rights you may have in Your Materials and such information.

4.4 No Claims of Ownership by You

Except as expressly permitted under this Agreement, you agree to claim no ownership of or control over the Services.

5. SERVICE ACCESS

To the maximum extent permissible under applicable law, you are responsible for all activity that takes place with your use of the Services, including all use by your employees or other authorized agents, who must comply with all of the terms of this Agreement. Without limitation, it is your obligation to: (a) prevent corruption, deletion, destruction or loss of any content associated with your access to the Services, (b) protect your Services account, assigned keys or certificates, or other credentials if any, and (c) ensure Your Materials are current with the latest security patches or updates if applicable. Further you may not access anyone else's Services account, data or content at any time without the express permission of the Services account holder.

6. SERVICE LEVELS; SECURITY; COMPLIANCE

6.1 Service Levels

We have no obligation to provide any support services for the Services. The Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, extended downtime and other interruptions. During such periods, you may be unable to access or use all or a portion of the Services. Some or all of Your Materials may be lost. In the event of an outage or interruption that Microsoft determines may cause risk to the Services, Microsoft may determine in its sole discretion to suspend the Services.

FOR THESE REASONS, THE SERVICES ARE EXCLUDED FROM ANY COMMITMENTS MICROSOFT MAKES IN ITS SERVICE LEVEL AGREEMENTS GENERALLY, INCLUDING WITHOUT LIMITATION ANY COMMITMENTS MICROSOFT MAKES IN SERVICE LEVEL AGREEMENTS APPLICABLE TO MICROSOFT AZURE SERVICES.

6.2 Security

We use a variety of security technologies and procedures to help prevent unauthorized access to or use of the Services; however, we cannot guarantee that we will be successful at doing so. Accordingly, without limitation to any other provisions of this Agreement, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Materials. We strongly encourage you, where available and appropriate, to take measures to protect Your Materials, including without limitation using encryption technology to protect your Data from unauthorized access and routinely archiving your Data.

BECAUSE OF THE PRE-RELEASE NATURE OF THE SERVICES, MICROSOFT STRONGLY DISCOURAGES YOU FROM USING ANY DATA IN OR WITH THE SERVICES THAT (1) YOU CONSIDER CONFIDENTIAL OR PROPRIETARY, OR (2) PERSONALLY IDENTIFIES, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL.

6.3 Security Breach – Notice to Microsoft

In using the Services, you agree to promptly notify us if you learn of a security breach related to the Services.

6.4 Compliance

Because of the pre-release nature of the Services, Microsoft has not sought any compliance certifications for the Services, such as ISO 27001/27002 and Payment Card Industry Data Security Standard (PCI-DSS) certifications, nor are the Services covered by any compliance agreements such as HIPAA Business Associate Agreements or EU Model Clauses. You are solely responsible for determining whether and for what purposes you can use the Services in light of your compliance, privacy or security commitments and obligations, whether those commitments and obligations are statutory, regulatory, contractual or otherwise.

MICROSOFT PROVIDES THE SERVICES “AS-IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” AND EXPLICITLY EXCLUDES THEM FROM ANY COMPLIANCE COMMITMENTS, INCLUDING WITHOUT LIMITATION ANY COMMITMENTS APPLICABLE TO MICROSOFT AZURE SERVICES. MICROSOFT IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES YOU MAY INCUR AS A RESULT OF YOUR USE OF THE SERVICES IN VIOLATION OF YOUR COMPLIANCE, PRIVACY OR SECURITY COMMITMENTS AND OBLIGATIONS, WHETHER THOSE COMMITMENTS AND OBLIGATIONS ARE STATUTORY, REGULATORY, CONTRACTUAL OR OTHERWISE.

7. PRIVACY

BECAUSE OF THE PRE-RELEASE NATURE OF THE SERVICES, MICROSOFT STRONGLY DISCOURAGES YOU FROM USING ANY DATA IN OR WITH THE SERVICES THAT (1) YOU CONSIDER CONFIDENTIAL OR PROPRIETARY, OR (2) PERSONALLY IDENTIFIES, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL.

In order to provide and improve the Services, and to troubleshoot issues in the Services, we may collect certain information about you, Your Materials, and your use of the Services. In addition, we may access or disclose information about you, including the content of your communications, in order to comply with the law or respond to lawful requests or legal process, or as you may otherwise authorize. Due to the pre-release nature of the Services, the contact information you provide in connection with our provision of the Services may be used to contact you regarding your use of the Services, specifically including to discuss your opinion on the Services and to solicit your feedback. See Section 10.

Except where otherwise specified in the Services, information that is collected by or sent to Microsoft, including Your Materials, may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. You appoint Microsoft to perform any such transfer of Your Materials to any such country and to store and process Your Materials in order to provide the Services. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

8. YOUR PRIVACY PRACTICES

BECAUSE OF THE PRE-RELEASE NATURE OF THE SERVICES, MICROSOFT STRONGLY DISCOURAGES YOU FROM USING ANY DATA IN OR WITH THE SERVICES THAT (1) YOU CONSIDER CONFIDENTIAL OR PROPRIETARY, OR (2) PERSONALLY IDENTIFIES, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL.

If you collect, store, or otherwise process personal information using the Services, you must: (a) comply with all applicable privacy and data protection laws, and (b) obtain sufficient authorization from the persons providing the information to permit the processing of the information by Microsoft, its affiliates, and subcontractors (collectively “**Microsoft Parties**”) as contemplated by this Agreement, including (i) transfer of the information to the Microsoft Parties for their processing, and (ii) processing of the information outside the jurisdiction in which the information is provided to you, such as storage and other processing in the United States.

Always use caution when giving out any personally identifiable information about yourself or others in the Services.

9. NOTICES

9.1 Notices to you

Microsoft may provide you with notices in any manner Microsoft chooses, including by email or posting any such notices on a portal or community development center web site for the Services. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices provided via posting on a portal or community development center web site will be deemed given on the date they are posted. As long as you can access and use the Services, you acknowledge that you have the necessary software and hardware to receive and retain these notices.

9.2 Notices to Microsoft

You will provide legal notices to Microsoft by email to notices-celegal@microsoft.com. When providing these notices, please include in your email a reference to the Service(s) to which your legal notice pertains. If technical support services are provided, you may seek technical support in your use of the Services through the means identified in the user interface of the Services and/or in the documentation provided to you as part of your use of the Services.

10. FEEDBACK

10.1 Input Agreement

If you have executed an Input Agreement with us that applies to your use of the Services, the terms of that Input Agreement, rather than the other terms of this Section 10, govern any feedback you provide to us in connection with your use of the Services.

10.2 Feedback

You hereby license to Microsoft without charge all intellectual property rights or other rights necessary for Microsoft to use, share and commercialize any feedback about the Services you give us in any way and for any purpose. You also license to third parties without charge all intellectual property rights or other rights necessary for their products, technologies and services to use or interface with any specific parts of a Microsoft product or service that includes

the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its products or documentation or provide its services to third parties. The rights granted in this paragraph are perpetual, irrevocable and world-wide and survive any termination of this Agreement.

10.3 Solicitation of Feedback

As a participant in a pre-release program, your feedback is valuable to Microsoft. You agree that Microsoft may contact you to solicit feedback regarding the Services.

11. INDEMNIFICATION

You agree to indemnify, pay the defense costs of, and hold Microsoft and its successors, officers, directors and employees harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of, in connection with, or related to (a) your use of the Services in breach of this Agreement or in violation of any applicable law or regulation, or (b) Your Materials, including without limitation any claim that Your Materials, or any part thereof, infringes, misappropriates, or otherwise violates any copyright, patent, trade secret, trademark, or other legal right of any third party.

12. WE MAKE NO WARRANTY

WE PROVIDE THE SERVICES (INCLUDING WITHOUT LIMITATION, ANY SOFTWARE, APIS AND INFORMATION), AND SUPPORT SERVICES (IF ANY) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY OF THE SERVICES, AND EFFORT IS WITH YOU. MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR SUPPORT SERVICES (IF ANY). EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY AND IMPLIED; INCLUDING WITHOUT LIMITATION (A) REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT, (B) REPRESENTATIONS OR WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE SERVICES WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE OR THAT YOUR USE OF THE SERVICES WILL BE RELIABLE AND ACCURATE, INCLUDING WITHOUT LIMITATION IN STORING, READING, UPDATING OR DELETING YOUR MATERIALS. NO ORAL OR WRITTEN STATEMENT MADE TO YOU IN THE CONTEXT OF PROVIDING THE SERVICES OR SUPPORT SERVICES (IF ANY) WILL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THIS AGREEMENT.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MICROSOFT HAVE ANY LIABILITY ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE SERVICES OR SUPPORT SERVICES (IF ANY), FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (B) LOST PROFITS, (C) LOSS OF INFORMATION, (D) LOSS OF USE, (E) DAMAGE TO OR LOSS OF GOODWILL, (F) INABILITY TO USE THE SERVICES OR SUPPORT SERVICES (IF ANY), (G) COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, SOFTWARE PROGRAMS OR SERVICES, (H) UNAUTHORIZED ACCESS TO OR USE OF, OR ANY ALTERATION, CORRUPTION, DELETION, DAMAGE OR LOSS OF, YOUR MATERIALS, (I) FAILURE TO PROVIDE ACCURATE INFORMATION, (J) VIRUSES OR OTHER

DISABLING FEATURES THAT AFFECT YOUR ACCESS OR USE OF THE SERVICES OR THAT ARE TRANSFERRED TO YOU THROUGH THE SERVICES, (K) INCOMPATIBILITIES BETWEEN THE SERVICES AND OTHER SERVICES, SOFTWARE OR HARDWARE, AND (L) ANY THIRD-PARTY CONDUCT, TRANSMISSIONS OR DATA. MICROSOFT'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO U.S. \$5.00. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR OTHER LEGAL THEORY, AND EVEN IF (Y) THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, OR FAILS OF ITS ESSENTIAL PURPOSE AND (Z) MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MICROSOFT WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS IN THE SERVICES, INCLUDING WITHOUT LIMITATION, INTERRUPTIONS DUE TO POWER OUTAGES OR SYSTEM FAILURES.

THE SERVICES ARE NOT SUBJECT TO COMMITMENTS MICROSOFT MAKES IN ANY OF ITS SERVICE LEVEL AGREEMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

14. SUSPENSION OF SERVICES

Microsoft may suspend or cancel your use of and access to all or any part of the Services at any time, for any reason and in its sole discretion.

15. LINKS TO THIRD-PARTY SITES

The Services may include links to third-party sites. The linked sites are not under the control of Microsoft and Microsoft is not responsible for the content of any linked site, or any links contained in a linked site, or any changes or updates to such sites. Microsoft is not responsible for webcasting or any other form of transmission received from any linked site. Microsoft is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Microsoft of the site.

16. MODIFYING THE TERMS; ADDITIONAL TERMS

16.1 Modifying the Terms

Microsoft may modify this Agreement at any time and will provide notice of any modifications. If you do not agree to these changes, then you must immediately stop using the Services. Your continued use of the Services constitutes acceptance of the modified Agreement.

16.2 Additional Terms

This Agreement also incorporates by reference any additional terms applicable to particular aspects of the Services, including without limitation the anti-spam policy (see <http://privacy.microsoft.com/en-us/anti-spam.mspx>).

17. TERM; TERMINATION

17.1 Term

This Agreement is effective on the date you first agree to it and will automatically terminate upon the next release of the Services (pre-release or otherwise), or upon Microsoft's termination of the Services, unless earlier terminated by notice from Microsoft to you.

17.2 Termination

You may discontinue your use of the Services at any time. Notwithstanding the term of this Agreement as stated in Section 17.1, Microsoft may at its sole discretion terminate this Agreement for any reason or no reason at any time. Upon any termination of this Agreement, your rights to access or use the Services immediately cease, and you must promptly remove Your Materials (if any) from the Services. If you do not remove Your Materials from the Services, we reserve the right to remove them in accordance with our normal business practices for the Services. You are responsible for taking the steps necessary to back up Your Materials. You may terminate this Agreement by written notice to us or by ceasing your use of the Services.

18. NO THIRD-PARTY BENEFICIARIES

This Agreement is only for the benefit of the parties and only they may enforce it. The parties do not intend to confer any right or benefit on any third party. No third party may commence or prosecute an action against a party on the basis that it is a third-party beneficiary of this Agreement.

19. NO WAIVER

Any delay or failure by Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

20. CONTRACTING PARTY, CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

The laws of the State of Washington, USA, govern the interpretation of this Agreement and apply to claims for breach of it, regardless of conflict of laws principles that would result in the application of any law other than the law of the State of Washington, USA. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your Services. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA, for all disputes arising out of or relating to this Agreement.

21. INTERPRETING THE AGREEMENT

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. This agreement, including any other policies or terms incorporated by reference, is the entire agreement between the parties regarding the Services. It supersedes any prior agreements or statements (whether oral or written) regarding the Services, and is separate and independent from any other agreement(s) that may exist between the parties.

22. ASSIGNMENT

We may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of it, to any third party. Any attempt by you to do so is void. You may not transfer to a third party, either temporarily or permanently, any rights to use the Services (or any component thereof).

23. LIMITATION OF CLAIMS

Any claim related to this Agreement or the Services is barred unless brought within one year from the date the claim could first be filed. This limitation applies to each party's successors or assigns.

24. U.S. EXPORT JURISDICTION

The Services and any software and documentation provided in connection with the Services are subject to U.S. export laws and regulations. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

25. ENGLISH LANGUAGE CONTROLS

The English language version of this agreement controls. If you are in Canada, it is the express wish of the parties that this 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.

26. SURVIVAL

Sections 4, 10-13 and 18-27 will survive the termination of this Agreement.

27. COPYRIGHT AND TRADEMARK NOTICES

All contents of the Services are Copyright © 2015 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. All rights reserved. Copyright and other intellectual property laws and treaties protect any software or content provided as part of the Services. We or our suppliers own the title, copyright, and other intellectual property rights in the software or content. Microsoft, Azure, Windows, Microsoft Account and/or other Microsoft products and services referenced herein may also be either trademarks or registered trademarks of Microsoft in the United States and/or other countries. Any rights not expressly granted herein are reserved. Certain software used in certain Microsoft web sites servers is based in part on the work of the Independent JPEG Group. Copyright © 1991 -1996 Thomas G. Lane. All rights reserved. "gnuplot" software used in certain Microsoft web sites servers is copyright © 1986-1993 Thomas Williams, Colin Kelley. All rights reserved.

Under Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the service provider's designated agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

See Notice and Procedure for Making Claims of Copyright Infringement at <http://www.microsoft.com/info/cpyrtInfrg.htm>.

28. CONTACTING MICROSOFT

Microsoft welcomes your comments. Contact Microsoft at:

United States and Canada

- (800) MICROSOFT
- One Microsoft Way, Redmond, WA 98052-6399

If you are using the Services outside of the United States and Canada, please contact the Microsoft affiliate serving your country. Please visit: www.microsoft.com/en-us/worldwide.aspx.