

## Microsoft Online Subscription Agreement

This Microsoft Online Subscription Agreement ("Agreement") is entered into between Customer and Microsoft Corporation. This Agreement consists of: (1) these terms and conditions; (2) the Online Services Use Rights and SLA's applicable to Online Services licensed under this Agreement; and (3) any Orders. This Agreement is effective on the date it is submitted and accepted on the Microsoft Online Services Customer Portal.

### Terms and Conditions

**A Note on Section Summaries:** Some sections of this Agreement have a summary at the beginning. These summaries are intended for ease of reference and are not part of the Agreement. If any summary conflicts with the section it is summarizing, the section of the Agreement, and not the summary, controls.

#### 1. Definitions.

"Affiliate" means any legal entity that owns, is owned by, or is under common ownership with Customer or Microsoft. "Ownership" means, for purposes of this definition, more than 50% ownership

"Client Software" has the meaning set forth in Section 2.e.

"Customer" means the entity that has entered into this Agreement with Microsoft.

"Microsoft" means Microsoft Corporation and its Affiliates, as appropriate.

"Microsoft Online Services Customer Portal" means <http://mopc.microsoftonline.com> or an alternate website Microsoft identifies.

"Online Service" means any online service available under this Agreement, as offered on the Microsoft Online Services Customer Portal.

"Online Services Use Rights" means the use rights for each Online Service published [here](#) or at a successor site that Microsoft identifies.

"Order" means any order for Online Services Customer submits to Microsoft via the Microsoft Online Services Customer Portal. An Order is comprised of one or more Subscriptions for Online Services.

"SL" means any subscription license required to use an Online Service, as described in the Online Services Use Rights (for example, User SL's, Device SLs, Services SLs and Add-on SLs, as those terms are defined in the Online Services Use Rights).

"SLAs" means service level agreements representing commitments Microsoft makes with regard to individual Online Services. SLAs for each Online Service can be accessed via the Online Services Use Rights.

"Subscription" means the part of the Order identifying the specific Online Service being ordered, the quantity, and ship-to address.

"Subscription Term" means the duration of the Subscription for each Online Service.

"use" means to copy, install, use, access, display, run and/or otherwise interact with the Online Service or Client Software.

#### 2. License grant — what Customer is licensed to use.

Customer can access and use any Online Service for which Customer has acquired the necessary type and quantity of SLs. These rights are temporary, and expire at the end of the applicable Subscription Term, unless the Subscription is renewed. Online Services, SLs and related Client Software are for temporary use and are not transferable. Some types of SLs may be reassigned from one device or user to another as described in the Online Services Use Rights. If necessary, Customer may install Client Software in order to access the Online Service subject to the restrictions contained below and in the Online Services Use Rights. The Online Services may only be delivered within the United States.

- a. **General.** Customer has a license to access and use Online Services for which it has a Subscription throughout the Subscription Term, pursuant to any rights and limitations described in the Online Services Use Rights. The ability to use Online Services under this Agreement could be affected by minimum system requirements or other factors (e.g. hardware or other software). If Customer chooses to order SLs for any of its eligible Affiliates, Customer acknowledges and agrees that it is responsible and shall have primary liability for any and all actions taken by its Affiliates related to those SLs and the related Online Services.
- b. **License Term.** Customer's license to access and use an Online Service under a particular Subscription is temporary and expires at the end of the Subscription Term (including any renewal of the Subscription).
- c. **Prohibition of transfers to third parties.** Online Services are temporary rights and are not transferable.
- d. **Internal reassignment of SLs.** Customer may reassign Device SLs from one device to another, and User SLs from one user to another, subject to the restrictions set forth in the Online Services Use Rights.
- e. **Client Software.** In some cases, the user may need to have particular Microsoft software ("Client Software") installed on the device that accesses the Online Service in order to access and use the Online Service. Some rights and restrictions with regard to that Client Software are described in the Online Services Use Rights. In addition, Customer agrees to the following restrictions on the use of any Client Software that it obtains under this Agreement:
  - i. Customer shall not reverse engineer, decompile or disassemble any Client Software, except where applicable law permits it despite this limitation;
  - ii. Customer shall not rent, lease, lend or host to or for third parties any Client Software except where Microsoft agrees in a separate written agreement;
  - iii. Client Software is subject to U.S. export jurisdiction -- for additional information, see <http://www.microsoft.com/exporting>; and
  - iv. Customer may make copies of the Client Software solely to support the applicable Online Service for its users and as permitted by the Online Services Use Rights. Copies must be true and complete copies (including copyright and trademark notices) and be made from a Microsoft approved media or a network source. Customer may use a third party to make and install these copies, but Customer agrees that it will be responsible for that third party's actions. Customer agrees to use reasonable efforts to make its employees, agents and other individuals that it allows to use the Client Software aware that it is licensed from Microsoft and subject to the terms of this Agreement.
- f. **Territorial Limitation.** Orders under this Agreement may only be placed for delivery and primary use within the United States.

#### 3. Ordering, Pricing, Payments, Renewals and Taxes.

Customer must place Orders for Online Services using the Microsoft Online Services Customer Portal. Customer's price for each Subscription is based on the volume of SLs under that Subscription. Pricing for a Subscription may be adjusted to reflect the price level that Customer qualifies for as SLs are added. Customer must pay in accordance with its payment selections for each Subscription on the Microsoft Online Services Customer Portal. Customer may choose to automatically renew each Subscription at the end of the Subscription Term or to have the Subscription expire. Customer may change this election at any time during the Subscription Term. Customer is responsible for all taxes.

- a. **Ordering.** Customer must submit an Order for each Online Service using the Microsoft Online Services Customer Portal. Customer may increase, but not decrease, the number of SLs in a Subscription during the Subscription Term. SLs added to a Subscription will expire when the Subscription to which they are added expires. Customer may have more than one Subscription for the same Online Service.

Microsoft may refuse to renew a Subscription or to accept new Orders if it has a business reason for doing so. Prior to renewing a Subscription or placing an Order for a new Subscription, Microsoft may require that Customer enter into an updated Online Subscription Agreement to govern future Subscriptions.

Notwithstanding any other provision of this Agreement, Customer agrees that it is responsible for protecting the confidentiality of the Microsoft Live ID associated with this Agreement. Customer acknowledges and agrees that it is responsible and primarily liable for any Orders or other actions taken by any of its Affiliates or any third party using the Microsoft Live ID. Customer must assure that its contact, payment, and other information provided to Microsoft is accurate or is promptly updated.

- b. Prices.** Customer's pricing for each Subscription is based on the price level for which it qualifies. The price level for each Subscription is based on the aggregate number of SLs purchased by Customer under the Subscription. Customer's price level for a Subscription may be adjusted if additional SLs are added to a Subscription during the Subscription Term and Customer qualifies for a different price level. Price level changes are not retroactive. If SLs are added to a Subscription, any resulting change in the payment due for that Subscription will be pro-rated. Prices for each price level are fixed at the time the Subscription is first placed and shall apply throughout the Subscription Term. Prices and price levels are subject to change at the beginning of any Subscription renewal.
- c. Payments.** Payments for each Subscription are due and must be paid in accordance with Customer's selection of payment options when submitting the Subscription for purchase on the Microsoft Online Services Customer Portal.
- d. Subscription renewal.** Customer may choose to have a Subscription (i) automatically renew upon the expiration of the Subscription Term, or (ii) not renew at the conclusion of the Subscription Term. Customer can change this selection during the Subscription Term using the Microsoft Online Services Customer Portal. If Customer elects to have the Subscription automatically renew, Microsoft will provide Customer with written notice of the automatic renewal prior to the expiration of the Subscription Term. If Customer elects to automatically renew a Subscription, all SLs covered by that Subscription, including any SLs added during the Subscription Term, are automatically renewed.
- e. Taxes.** The amounts to be paid by Customer to Microsoft do not include any taxes and Customer is responsible for any of the taxes it is legally obligated to pay including, but not limited to, paying to Microsoft any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by Microsoft under applicable law. If any taxes are required by law to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver to Microsoft an official receipt for any such taxes withheld or other documents necessary to enable Microsoft to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law.

#### 4. Term, Suspension, Cancellation and Termination.

This Agreement will remain in effect unless terminated. Microsoft may suspend or cancel a Subscription for any reason at any time. Customer has the right to cancel a Subscription within 30 days of submittal. After the first Subscription Term, Customer may terminate a Subscription upon 30 days' written notice before the next monthly anniversary for that Subscription.

- a. Agreement term and termination.** This Agreement will remain in effect unless it is terminated by either party in writing with 30 days' prior written notice, subject to the terms of this Section. Termination will merely terminate the right to place new Orders under this Agreement. Termination will not affect any Subscription not otherwise canceled or terminated and this Agreement shall remain in effect for all remaining Subscription Terms. Contact the Microsoft customer service number identified on the Microsoft Online Services Customer Portal to begin the Agreement termination process.
- b. Suspension or Cancellation of Subscription by Microsoft.** Microsoft may suspend or cancel a Subscription or Customer's use of an Online Service for any reason, including: (i) if Microsoft believes that Customer's use of the Online Service represents a threat to Microsoft's network function or integrity; (ii) if Customer violates the terms of this Agreement, including the Online Services Use Rights; (iii) for Online Service maintenance; or (iv) if Microsoft is otherwise required by law to do so.  
If Microsoft does suspend or cancel a Subscription, Customer's right to use the Online Service under that Subscription is suspended or cancelled immediately. After Microsoft suspends or cancels the Subscription, Customer might not be able to access its data through the Online Service.
- c. Cancellation of Subscription by Customer.** Customer may cancel a Subscription by calling the Microsoft customer service number identified on the Microsoft Online Services Customer Portal and cancelling the Subscription within 30 days of the date on which the Subscription was submitted. If Customer exercises this cancellation right, Customer shall be relieved from any obligation to make payments for that Subscription; provided, however that Customer must pay for the month of cancellation. This right also applies to any renewal of a Subscription.
- d. Termination of a renewed Subscription by Customer.** After the Subscription Term, Customer may terminate any renewed Subscription by calling the Microsoft customer service number identified on the Microsoft Online Services Customer Portal and terminating the Subscription at least 30 days' before the monthly anniversary of the Subscription submittal. For example, if Customer's Subscription renewed on July 10th and Customer notified Microsoft of its desire to terminate that Subscription on September 20th, the Subscription would terminate on November 9th. Customer must pay amounts due for the Subscription until the Subscription termination is effective. The termination rights described in this paragraph do not apply to the initial Subscription.

#### 5. Confidentiality.

Each party agrees not to use or disclose the other's Confidential Information except as necessary to further the purposes of the Agreement. Each party agrees to take reasonable steps to protect that information, to return it or destroy it upon request, and to cooperate with one another if a disclosure occurs. Each party also agrees that if either party gives the other party feedback about the other's products or services, that feedback is not confidential.

"Confidential Information" is non-public information, know-how and trade secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. Confidential Information includes non-public information regarding either party's products or customers, marketing and promotions, and the negotiated terms of Microsoft agreements.

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 the receiver of the information 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 a comment or suggestion one party volunteers about the other's business, products or services.

Subject to the other terms of this Agreement, each party agrees it will not disclose the other's Confidential Information to third parties and it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

Each party agrees: (a) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information; (b) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

Each party may disclose the other's Confidential Information to its representatives (who may then disclose that Confidential Information to other of that party's representatives) only if those representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must: (a) ensure that Affiliates and representatives are required to protect the Confidential Information on terms consistent with this Agreement; and (b) accept responsibility for each representative's use of Confidential Information. A "representative" is an employee, contractor, advisor or consultant of one of the parties or of one of the parties' Affiliates.

Neither party is required to restrict work assignments of representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's representatives will remember, even without notes or other aids. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period.

If one party provides suggestions for changes or improvements, or other feedback, to the other party about the other party's products or services, the party receiving the feedback may use it for any purpose without obligation of any kind, except that the receiving party will not disclose the source of feedback without the consent of the party providing it.

#### 6. Warranties.

Microsoft warrants that its Online Services will conform substantially to the description of them contained in the accompanying documentation, subject to certain limitations. If not, Microsoft will, at its option, update the Online Services so that they meet this warranty or provide a refund. Microsoft disclaims all other warranties.

- a. Limited warranty.** Microsoft warrants that the Online Services will conform substantially to the description of them contained in the applicable Microsoft user documentation. This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees or conditions last only during the applicable Subscription Term for a given Online Service ("Warranty Period");

- ii. this limited warranty does not cover problems caused by accident, abuse or use of the Online Services in a manner inconsistent with this Agreement or the Online Services Use Rights, or resulting from events beyond Microsoft's reasonable control;
  - iii. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
  - iv. this limited warranty does not apply to downtime or other interruption in access to the Online Services, or any other performance metrics that are addressed in an applicable SLA.
- b. Remedies for breach of limited warranty.** If Customer notifies Microsoft within the Warranty Period that an Online Service does not meet the limited warranty, then Microsoft will, at its option, either (1) return the amount paid for the Subscription for such Online Service or (2) update such Online Service to make it conform. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- c. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.**

## 7. Defense of infringement and misappropriation claims.

Microsoft agrees to defend Customer against claims that a Microsoft Online Service and/or related Client Software infringes someone else's intellectual property rights, and pay any damages awarded by a court or in a settlement. There are several exceptions that limit Microsoft's obligations in cases where Customer has contributed in some way to the claim. If something Customer has done caused the claim and Microsoft is damaged, Customer must reimburse Microsoft.

If Microsoft believes that it is necessary to avoid an infringement claim, Microsoft may replace or modify the Online Services and/or Client Software that Customer is using. If someone enjoins Customer's use of an Online Service or related Client Software, Microsoft will, at its option, replace it, modify it to make it non-infringing, obtain the rights Customer needs to keep using it, or refund Customer's money.

- a. Agreement to protect.** Microsoft will defend Customer against any claims made by an unaffiliated third party that any Online Service infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Customer's exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.
- b. What the Customer must do.** Customer must notify Microsoft promptly in writing of the claim and give Microsoft sole control over its defense or settlement. Customer must also provide Microsoft with reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.
- c. Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
  - i. Customer's use of the Online Service or any related Client Software after Microsoft notifies it to discontinue its use due to a third party claim;
  - ii. Customer's combination of the Online Service or any related Client Software with a non-Microsoft product, data or business process;
  - iii. damages attributable to the value of the use of a non-Microsoft product, data or business process;
  - iv. Customer's use of Microsoft's trademark(s) without express written consent to do so; or
  - v. any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; or (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or Microsoft's Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

Customer will reimburse Microsoft for any costs or damages that result from any of the above actions.

### d. Specific rights and remedies in case of infringement.

- i. Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to an Online Service or Client Software, Microsoft may, at its expense and without obligation to do so, either:
  - **procure for Customer the right to continue to use the allegedly infringing Online Service and/or Client Software, or**
  - **modify the Online Service and/or any Client Software, or replace it with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Online Service and/or Client Software after receiving notice from Microsoft.**
- ii. Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of an Online Service or any related Client Software is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either: (a) procure the right to continue its use; (b) replace it with a functional equivalent; (c) modify it to make it non-infringing; or (d) refund the amount paid and terminate the license to access and use the infringing Online Service and/or related Client Software.

## 8. Limitation of liability.

Microsoft limits its liability to Customer to the amount of money Customer has paid Microsoft in the twelve months prior to the claim for the Online Service giving rise to the claim. This limit does not apply, however, to Microsoft's obligations under the section entitled "Defense of infringement and misappropriation claims," or to damages Customer incurs because of Microsoft's breach of its confidentiality obligations or Microsoft's gross negligence or willful misconduct.

Each party agrees that it will not be liable to the other for consequential, indirect, punitive or special damages, except those that result from a breach of confidentiality or from one party violating the other's intellectual property rights.

- a. Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, the liability of Microsoft and of Microsoft's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Microsoft for the Online Services giving rise to that liability during the twelve months prior to the filing of the claim. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:
  - i. Microsoft's obligations under the section titled "Defense of infringement and misappropriation claims";
  - ii. liability for damages awarded by a court of final adjudication for Microsoft's or its employees' or agents' gross negligence or willful misconduct;
  - iii. liabilities arising out of any breach by Microsoft of its obligations under the section entitled "Confidentiality"; or
  - iv. liability for personal injury or death caused by Microsoft's negligence or that of its employees or agents or for fraudulent misrepresentation.
- b. EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

## 9. Verifying compliance.

Microsoft has the right to request Customer to conduct an internal audit of all Online Services in use. Following an audit, Customer must provide a written statement certifying that it has sufficient SLs or has ordered sufficient SLs to permit all usage disclosed by the audit.

For the term of each Subscription and for three years thereafter, Customer must keep all usual and proper records relating to the Subscriptions, Online Services and SLs Customer accesses under this Agreement. Microsoft may request that Customer conduct an internal audit of all Online Services in use throughout Customer's organization, comparing the number of SLs in use to the number of SLs issued in Customer's name. By requesting an audit, Microsoft does not waive its rights to enforce this Agreement or to protect Microsoft's intellectual property by any other means permitted by law.

If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient SLs to cover its use. If material unlicensed use is found, Customer must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional SLs at single retail license cost within 30 days.

## 10. Miscellaneous

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription should be via the Microsoft customer service number identified on the Microsoft Online Services Customer Portal.

Notices should be sent to:	Copies should be sent to:
<p>Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA</p>	<p>Microsoft Corporation Law and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA</p>

- b. **Assignment.** Customer may not assign this Agreement. Microsoft may assign this Agreement to its Affiliates.
- c. **Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- d. **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Applicable law.** This Agreement is governed by the laws of the State of Washington.
- f. **Dispute resolution.** Any action to enforce this Agreement (including any other agreement incorporating these terms) must be brought in the State of Washington, USA. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- g. **This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software or services.
- h. **Entire agreement.** This Agreement, the Online Services Use Rights, any SLAs, and all Orders under this Agreement constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications.
- i. **Survival.** Provisions regarding fees, Online Services Use Rights, restrictions on use, transfer of licenses, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this section entitled "Miscellaneous" will survive termination of this Agreement.
- j. **Advisor fee.** Microsoft sometimes pays fees to third parties ("Software Advisors") authorized by Microsoft for providing pre- and post-transaction assistance to Online Services customers. The payment of fees depends upon several factors, including the services provided by the Software Advisor, what is ordered, and whether Customer chooses to use the Software Advisor. The fee amounts increase with the size of the Orders placed under this Agreement.
- k. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any software or service. Microsoft reserves all rights not specifically granted. Microsoft software is protected by copyright and other intellectual property rights laws and international treaties.
- l. **Customer's rights to privacy.** Microsoft and Customer will comply with all applicable privacy and data protection laws and regulations. Customer may choose to provide personal information to Microsoft on behalf of third parties (including, Customer's contacts, partners, and administrators) as part of this Agreement. Customer represents and warrants that it has and will comply with any applicable laws to provide notices to or obtain permissions from any such individuals to allow sharing of their personal information with Microsoft for the purpose of allowing Microsoft or its agents to facilitate Customer's agreements and related services. Customer consents to Microsoft's and its agents use of the contact information provided by Customer for purposes of administering its agreements, the business relationship and related services and with Microsoft's sharing of Customer's information with Customer's designated representatives, partners, and administrators for such purposes, including allowing such individuals to update Customer's contact information on Customer's behalf. The personal information Customer provides in connection with this Agreement will be used and protected according to the privacy statement available at <http://go.microsoft.com/fwlink/?LinkID=101330&clcid=0x409>.
- m. **Natural Disaster.** In the event of a natural disaster, Microsoft may post information or provide additional assistance or rights on <http://www.microsoft.com>.