

**Microsoft Online Services Agreement for
MICROSOFT DYNAMICS LIFECYCLE SERVICES**

Last Updated: February 2016

AGREEMENT BETWEEN CUSTOMER AND MICROSOFT FOR THE ONLINE SERVICES – Please read carefully.

This Online Services Agreement (“**Agreement**”) is a contract between the legal entity you represent (“**Customer**”) and Microsoft Corporation (or, based on where Customer’s business is located, one of its Affiliates) (“**Microsoft**”). It consists of and incorporates by reference: **(1)** the General Terms; **(2)** any addendum to the Agreement that includes additional terms that apply to a particular Online Service (each, a “**Services Addendum**”); **(3)** the Policies; and **(4)** the Privacy Statement.

By indicating acceptance in the Online Services’ user interface or by registering for, activating, or using any Online Services, you (the individual accepting this Agreement on Customer’s behalf) represent and warrant you are authorized to enter into this Agreement and bind Customer to it. By registering for, activating, or using the Online Services, Customer is ratifying this acceptance. Customer may not use the Online Services if it does not agree to this Agreement. Whenever accessing or using the Online Services, Customer and its Permitted Users (defined below) will comply with this Agreement. Unless explicitly stated otherwise, any new Online Services’ features (and any new Online Service that Customer subsequently registers for, activates, or uses) will be subject to this Agreement.

Part I. GENERAL TERMS

The General Terms apply to all Online Services and include disclaimers of warranties, limitations on remedies and refunds, and indemnification obligations. Please read them closely.

Section 1. DEFINITIONS

“**Add-On**” means any software (online, offline, web-based, or otherwise), hardware, website, or service (e.g., online, implementation, customization, or consulting) created or provided by or on behalf of Customer or any third party.

“**Affiliate**” means any legal entity that a party owns, owns a party, or is under its common ownership.

“**Ownership**” means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer’s organization is an agency of a state, provincial, or local government, “**Affiliate**” means: **(A)** any government agency, department, office, instrumentality, division, unit, or other entity, of Customer’s state, provincial, or local government that supervises, is supervised by, is under common supervision with, or is part of, Customer’s organization; **(B)** any county, borough, commonwealth, city, municipality, town(ship), special purpose district, or other similar type of governmental entity established by the laws of, and located within the jurisdiction and geographic boundaries of, Customer’s state or province; and **(C)** any other entity in Customer’s state or province expressly authorized by applicable laws to purchase under state or provincial contracts; although, for this definition, a state or province and its Affiliates will not be considered Affiliates of the federal government or its Affiliates, and provincial Crown corporations are not Affiliates. If Customer’s organization is a U.S. government agency, “**Affiliate**” means any U.S. government agency. If Customer’s organization is a Canadian government agency, “**Affiliate**” means any other Canadian government agency, except a federal Crown corporation.

“**Channel Partner**” means a reseller of Dynamics Software or Online Services who has a current distribution, reseller, or other channel agreement with Microsoft.

“**Customer Data**” is defined in the Privacy Statement.

"Dynamics Software" means the Microsoft Dynamics technology that Microsoft makes generally available separately as on-premise software, or a web-based Microsoft hosted and operated cloud service for deployment using the Online Services. Dynamics Software excludes the Online Services and any Tools / Utilities.

"End User" means any party that acquires a license, subscription, or other right to use Dynamics Software for its own use and not to resell, redistribute, use for commercial hosting, or other similar purposes. Customer is an example of an End User.

"License Agreement" means Microsoft's license terms, if any, that accompany or are included with any Dynamics Software, Tools/Utilities, or other Microsoft software Microsoft provides with, or for use with or in relation to, any Online Service.

"Microsoft Azure" means one or more of Microsoft's services and features identified at <http://azure.microsoft.com/en-us/services>, except for services and features identified as licensed separately from Azure services.

"Microsoft Azure Subscription" means an enrollment for Microsoft Azure.

"Online Services" mean Microsoft's hosted and operated online services known as Microsoft Dynamics Lifecycle Services (or any successor) that Microsoft provides under this Agreement, including any of the following Microsoft may elect to provide: additions, updates (which may include new or revised features or functions, or may remove previously-available features), upgrades, revisions, enhancements, or offline components.

"Online Service Account ID" means the credentials that Customer or its Permitted Users must use to authenticate Customer's Online Service instance to Microsoft's System, such as a Microsoft account, a Microsoft organization ID, or credentials for Customer's VOICE account.

"Online Service Credentials" means the Online Service Account ID and any other credentials or tokens Microsoft assigns to Customer to access or use the Online Services.

"Online Services Requirements" means the credentials, conditions, and criteria Customer (or any Permitted User) must satisfy to access or use the Online Services. Online Services Requirements consist of: **(A)** a validly licensed version of or current subscription to the applicable Dynamics Software or Online Services; **(B)** valid Online Service Credentials; **(C)** a current and valid Service Agreement; and **(D)** any other applicable requirements specified in the Services Portal.

"Permitted User" means any person or entity (e.g., Customer's employees, contractors, agents, or others (including Microsoft, when providing services to Customer): **(A)** Customer authorizes to access and use (in whole or in part) Online Services or Customer Data; and **(B)** not removed as a Permitted User.

"Policies" means the various policies, guidelines, and other Online Services terms (excluding any Online Service Addenda and Privacy Statement) that Microsoft references in this Agreement or, displays, links to, or otherwise includes on the Services Portal.

"Preview" means any beta, technical preview, or other pre-release version or feature of the Online Services or Dynamics Software that Microsoft has not yet made generally commercially available as a released or final version or the like.

"Privacy Statement" means the then-current privacy statement for the Online Services. The current privacy statement is located at: <http://go.microsoft.com/fwlink/?LinkId=282371>.

"Registered Affiliate" means any Affiliate of Customer to which the SA grants rights to access, use, administer, or manage any Online Services.

“Reports” means the results or information that both: **(A)** Customer derives from any Customer Data through use of the Online Services or any Tools/Utilities; and **(B)** the Online Services allow to be printed.

“Security Breach” means any unlawful access to any Customer Data stored on the System, or unauthorized access to such System that results in loss, disclosure, or alteration of Customer Data.

“Service Administrator” or **“SA”** means any individual (e.g., employee or third party) that Customer authorizes to set-up and manage any Online Services for Customer and act on Customer’s behalf. The SA is a Permitted User.

“Service Agreement” means Microsoft’s subscription agreement, or maintenance or technical support agreement, for Dynamics Software.

“Services Portal” means the website(s) designated by Microsoft where Microsoft publishes Online Services information.

“Share” means to submit, upload, post, publish, transmit, display, or otherwise make data, information, or content available on or through the Online Services.

“System” means the computers, servers, networking equipment, and computing and communications infrastructure and environment from which Microsoft hosts or otherwise provides (or has hosted or provided on its behalf) the Online Services.

“Tools / Utilities” means web-based tools, web-based utilities, or web-based applications that Microsoft provides for use with (but are not part of) the Online Services. Third-party materials linked or referenced from the Online Services are not Tools / Utilities.

[Return to top](#)

Section 2. THE ONLINE SERVICES

2.1 Initiating Online Services.

2.1.1 Requirements. Customer must satisfy the Online Service Requirements to activate the Online Services. Before granting Customer access to the Online Services, Microsoft may validate the Online Service Requirements, including by verifying whether Customer has a current Service Agreement. Customer must cease using the Online Services if Customer is or becomes non-compliant with the Online Service Requirements. Microsoft may suspend or de-provision Customer’s use of the Online Services, without notice, at any time if Customer is non-compliant. Customer may be denied access to and use of the Online Services (including Customer Data and Add-Ons), and its license to any Microsoft software or Tool / Utility that Customer or its Permitted Users obtained through the Online Services may be suspended, until such non-compliance is corrected. Microsoft may periodically re-check compliance status and will use reasonable efforts to notify the SA of non-compliance.

2.1.2 Accuracy. If the organizational or contact information Customer provides to Microsoft changes, Customer will, within 30 days, provide updated information to Microsoft. If Customer’s contact information is materially inaccurate or fraudulent, Microsoft may suspend or de-provision Customer’s use of the Online Services.

2.1.3 Permitted Users. The SA will: **(A)** ensure Permitted Users (other than Microsoft) meet the Online Service Requirements; **(B)** authorize Microsoft to grant Permitted Users access to some or all Online Services; **(C)** authorize Permitted Users to access and use portions of the Online Services; and **(D)** restrict access, as it deems appropriate, to certain Online Services’ features or functions that Microsoft otherwise makes

available, including Add-Ons. Customer may add Permitted Users to, or remove them from, the Online Services (in whole or in part), if the Online Services allow.

2.1.3.1 Non-Microsoft. Every third-party Permitted User's access rights are whatever rights Customer elects to grant, subject to the extent of Customer's rights. Customer may require non-Microsoft Permitted Users to agree to terms applicable to their access to and use of Customer's Online Services instances, workspaces, and content ("**Permitted User TOU**"). Any Permitted User TOU will require Permitted User to agree at least that: **(i)** the Permitted User TOU is solely between Customer and Permitted User, and Microsoft is not liable in any way under the Permitted User TOU or for the acts or omissions of Customer, Permitted User, or any third-party agent of either; and **(ii)** any dispute regarding Permitted User's intellectual property, including Customer's use of it at any time or in any context, is solely between Customer and Permitted User. Microsoft may rely on information or instructions provided by any Permitted User (other than Microsoft personnel).

2.1.3.2 Microsoft. Customer is deemed to have granted any Microsoft Permitted User a license to access and use Customer's Online Services instances, workspaces, and content. If Customer requires Microsoft to agree to a Permitted User TOU to gain access to or use Customer's Online Services instances, workspaces, or content, the Permitted User TOU is deemed rejected by, and will not apply to, Microsoft, even if any Microsoft personnel purports to accept it.

2.1.4 Registered Affiliates. By having a SA register for or activate the Online Services for a Registered Affiliate, Customer is deemed to have accepted this Agreement on such Registered Affiliate's behalf, and such Registered Affiliate will be bound by this Agreement (and any applicable License Agreement) applicable to Customer. By using any Online Service, such Registered Affiliate is ratifying its acceptance.

2.1.5 Previews. Microsoft may provide Previews. If Customer uses (or tries to use) a Preview, the Preview Addendum will apply. Microsoft will mark Previews as "beta", "pre-release", preview, or with a similar designation.

2.2 Service Limits.

2.2.1 Usage Limits and Unauthorized Use. The Online Services may include limits as specified in the applicable Addendum or Services Portal. Customer will monitor its use of the Online Services for any misuse.

2.2.3 Downtime/Uptime.

2.2.3.1 Scheduled Downtime. Microsoft may schedule interruptions to the Online Services for upgrades or maintenance ("**Scheduled Downtime**"). Microsoft will make commercially reasonable efforts to notify Customer of Scheduled Downtime in advance. Customer and its Permitted Users will not be able to access or use the Online Services or Add-Ons during Scheduled Downtime; such lack of access is deemed not to breach this Agreement.

2.2.3.2 Monthly Uptime. Microsoft may periodically publish monthly uptime for the Online Services in the Services Portal or other location that Microsoft designates. The monthly uptime information will be provided for informational purpose only and Microsoft will not (to the actual knowledge of the Microsoft employees publishing such information, as of the time of publication) publish inaccurate information. Microsoft does not, however, guarantee the accuracy of any such information or that it will correct any inaccuracies of which it may later become aware.

2.3 Microsoft Azure. The Online Services, Add-Ons, and Customer Data are hosted on Microsoft Azure. Customer will not be able to access or use the Online Services in any geographic region in which Microsoft does not make Microsoft Azure generally commercially available. Use of and access to certain Online Services (e.g., LCS Solutions and Cloud Hosted Environment) require Customer to provide its Microsoft Azure Subscription details. Customer's use of Microsoft Azure is subject to the terms at <https://azure.microsoft.com/en->

[us/support/legal/](https://support/legal/) ("**Azure Terms**"). Customer is deemed to have agreed to the Azure Terms by using or accessing any of the Online Services that require Customer to specify its Microsoft Azure Subscription information.

2.4 What this Agreement Covers. This Agreement covers solely licensing and provisioning of Online Services by Microsoft. It does not cover licensing or provisioning of anything else. For clarity, there are other, separate agreements that apply to the Dynamics Software and to any Add-Ons (e.g., separate licensing or access agreements for the Dynamics Software or any Add-Ons), and to the computing environment through which End Users are given access to the Online Services, any Add-Ons, or the Dynamics Software (e.g., hosting agreements, virtualized environment agreements, or the like).

Section 3. CUSTOMER'S RIGHTS TO USE THE ONLINE SERVICES

3.1 License. Subject to the terms of this Agreement, Microsoft grants to Customer (and its Permitted Users) a limited, non-transferable, non-exclusive, revocable license under Microsoft's copyrights to access and use the Online Services during the Term. Customer (and its Permitted Users) may use the Online Services only in accordance with this Agreement.

3.2 Tools / Utilities. Customer may need to access certain Tools / Utilities to use some capabilities or functionalities available through the Online Services. Tools / Utilities will be governed by the License Agreement that accompanies them.

3.3 Feedback. Microsoft may use any Feedback Customer or its Permitted Users provides, even if Customer or its Permitted Users designated the Feedback as confidential. "**Feedback**" means all comments, suggestions, or feedback about any Online Service, Microsoft software (including the Dynamics Software), or Tools / Utilities that Customer (including its Permitted Users) provides to Microsoft.

3.4 Acceptable use Policy. Neither Customer nor any Permitted User that accesses the Online Services, may use them:

- A.** in a way prohibited by law, regulation, government order, or decree;
- B.** to violate the rights of others;
- C.** to try to gain unauthorized access to or disrupt any service, device, data, account, or network;
- D.** to spam or distribute malware;
- E.** in a way that could harm the Online Services or impair anyone else's use of the Online Services; or
- F.** in any application or situation where failure of the Online Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Customer and its Permitted Users will not work around any technical or functional limitations in the Online Services or the System, which may include: **(w)** restrictions on the number of **(i)** Permitted Users with access, **(ii)** environments or data collection uploads available, or **(iii)** transactions that may be processed, **(x)** the maximum storage space available, **(y)** the period during which Customer must sign into the Online Services to avoid de-provisioning, and **(z)** the number and size of documents that may be Shared. Review the Services Portal for details. Violation of the terms in this Section 3.4 may result in suspension of the Online Services. Microsoft will suspend the Online Services in accordance with the CSD Policy, but only to the extent reasonably necessary.

[Return to Top](#)

Section 4. ORDERING ONLINE SERVICES

4.1 Ordering. Customer may order the Online Services via any means that Microsoft makes available, including through Channel Partners. Pricing and payment terms may be available through the Services Portal or the channel where Customer orders its Service Agreement. If Customer orders any fee-based Online Service from a Channel Partner, the Channel Partner, not Microsoft, will invoice Customer (although termination of Customer's relationship with its Channel Partner does not discharge Customer's duty to pay the Online Services fees when due).

4.2 Charges. The Online Services include both services Microsoft charges and services Microsoft provides free of charge. The price stated for the Online Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise; Customer will pay such taxes or other charges. Microsoft may, in its discretion, change the fees for the Online Services, including by charging for any portion of the Online Services previously provided for free or as part of another service and ceasing charges for previously fee-based Online Services. Microsoft will provide at least 90 days' notice if it: **(A)** raises the price of the Online Services; or **(B)** starts charging for any portion of the Online Services previously provided for free. If Customer does not agree to a price change, it must cancel and stop using the Online Services before the price change takes effect.

[Return to top](#)

Section 5. CUSTOMER DATA

5.1 Privacy. Microsoft will handle Customer Data according to this Agreement and the [Privacy Statement](#).

5.2 Microsoft's Rights to Use. By Sharing any Customer Data with the Online Services, Customer (and its Permitted Users) hereby grants to Microsoft a non-exclusive, worldwide, royalty-free, irrevocable, license, with rights to sublicense, to use, reproduce, modify, adapt, transform, reformat, excerpt, aggregate, translate, publish, host, display, perform, broadcast, or transmit Customer Data in any form, media or technology now know or developed in the future to provide the Online Services, which provision may include preventing, detecting, and repairing current and evolving problems with the Online Services' operation (e.g., malware, spam, security), improving features, providing analytics, and other actions to support, repair, or improve Customer's use of or experience with the Online Services, the Dynamics Software, or the Tools/Utilities.

5.3 Security Breaches. On learning of a Security Breach, Microsoft will: **(A)** investigate and take reasonable steps to address the cause; and **(B)** notify the SA of it, including by providing reasonably detailed information for the SA to evaluate its response. Customer will notify its data subjects, customers, and any other third parties as required by applicable law and regulation. Microsoft will not notify Customer's data subjects of a Security Breach without first notifying and coordinating with the SA, as Microsoft deems appropriate, except as required by applicable law. Microsoft will use reasonable attempts to notify the SA, if allowed, before engaging government or regulatory agencies about a Security Breach. A data breach related to an Add-On that is not also a Security Breach of an Online Service is not a "Security Breach" under this Agreement. Microsoft's reporting a Security Breach under this Section 5.3 is not and will not be construed as an admission by Microsoft of fault or liability of any kind.

5.4 Location of Data Processing. Customer Data that Microsoft processes on Customer's behalf 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. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data to provide the Online Services. Microsoft will abide by the requirements of the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

[Return to top](#)

Section 6. DEALINGS WITH THIRD PARTIES

6.1 Third Party Implementers. If the Online Services allow, Customer may use a third party (e.g., a Channel Partner) to implement certain of the Online Services or Dynamics Software, or provide Add-Ons or third-party services with the Online Services.

6.2 Add-Ons. Parts of the Online Services may work with or allow Customer to make and use Add-Ons. By using any Add-Ons, Customer grants Microsoft all rights necessary to use the Add-Ons with the Online Services as Customer directs. Microsoft does not accept, and expressly rejects, any separate license or agreement that purports to apply to any Add-On. Microsoft is not liable for any harm or damages arising from use of any Add-Ons or any access enabled or requested by a Permitted User. If Customer has provided Microsoft with, or with access to, an Add-On, and if Customer is the author or publisher of that Add-On, and Customer markets that Add-On as having (or otherwise makes that Add-On available for the purpose of providing) incremental functionality to the Dynamics Software, then Customer is deemed to also have agreed to the terms of the Services Addendum for Distributing Solution Packages.

[Return to top](#)

Section 7. CHANGES TO THE ONLINE SERVICES

7.1 Changes Generally. Except as may otherwise be expressly provided in this Agreement, Microsoft may change the Online Services at any time, without notice, by making updates, fixes, new features or functions, or new releases for the Online Service available.

7.2 Canceling, Suspending, or De-provisioning. Customer (including its SA) may cancel some or all Online Services on notice to Microsoft under the Cancellation, Suspension, and De-provision Policy located at <https://lcs.dynamics.com/Logon/CancelSuspDepro> (or any successor) ("**CSD Policy**"). Microsoft may suspend or de-provision some or all of the Online Services on notice to Customer under the CSD Policy. Microsoft's right to suspend or de-provision Customer's (including any Permitted User's) right to access or use the Online Services is in addition to Microsoft's right to terminate under Section 8.2 or discontinue or deprecate any the Online Services (in whole or in part) under Section 7.3.

7.3 Discontinuing or Deprecating. Microsoft may, when issuing any updates, fixes, new features or functions, or new releases for the Online Services, discontinue or deprecate any previously-existing feature or function (in whole or in part). Discontinuation of the Online Services will be in accordance with Microsoft's online services support lifecycle policy located at: <https://support.microsoft.com/en-us/gp/osslpolicy/en-us> (or any successor).

[Return to top](#)

Section 8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement ("**Term**") begins on the earliest date when Customer or its signatory agrees to be bound, as described in the first paragraph of this Agreement, or the earliest date a Registered Affiliate subscribes to, accesses, or uses the Online Services, and will continue until terminated.

8.2 Termination. Either party may terminate the Agreement on 30 days' prior notice to the other. This Agreement will terminate automatically if the Online Services are canceled, de-provisioned, or discontinued. If this Agreement is terminated with respect to Customer for any reason, it will automatically terminate with respect to all Registered Affiliates and Permitted Users.

8.3 Survival. The following sections will survive termination of the Agreement: 1 (Definitions), 3.3 (Feedback), 8.3 (Survival), 9 (Warranties and Disclaimers), 10 (Microsoft's Defense of Infringement Claims), 11 (Customer's Defense of Claims), 12 (Limitations on Liability), and 13 (General).

[Return to top](#)

Section 9. WARRANTIES AND DISCLAIMERS.

9.1 By Customer. In addition to the warranty in the preamble of this Agreement, Customer continuously represents and warrants to Microsoft that: **(A)** it will not use the Online Services for any unlawful or prohibited purpose, that violates third-party rights, or that subjects Microsoft to any obligations outside of this Agreement; **(B)** it is authorized to register for or activate the Online Services for each Registered Affiliate and to bind all Registered Affiliates to this Agreement; **(C)** it has all rights necessary to grant the licenses granted under this Agreement; **(D)** it has or will obtain and maintain all necessary rights to Customer Data and any other data, software, and services (including any Add-Ons and other third-party content and materials) used in connection with the Online Services; and **(E)** Microsoft's use of any Customer Data and exercise of the rights or licenses granted under this Agreement does not and will not misappropriate or infringe the intellectual property or other proprietary rights of any third party or otherwise violate any law.

9.2 Disclaimer. The Online Services, any Services Portal, Dynamics Software, System, Tools / Utilities, and any technology, materials, or information provided by Microsoft or its suppliers in connection with Online Services are provided "as is", without any warranty. Microsoft disclaims all warranties (express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, title, and any warranties arising out of any course of dealing or usage of trade). These disclaimers will apply unless otherwise required by applicable law.

9.3 High Risk Activities. Microsoft, on behalf of itself and its suppliers, disclaims any express or implied warranty of fitness of the Online Services for high risk activities, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems.

[Return to top](#)

Section 10. MICROSOFT'S DEFENSE OF INFRINGEMENT CLAIMS.

10.1 Duty and Process. Subject to Section 10.1 and 10.2, Microsoft will: **(A)** defend Customer, Customer's Affiliates, and each of their subsidiaries, directors, officers, employees, agents, or independent contractors against an unaffiliated third party's claim alleging the Online Services, as provided by Microsoft and used as licensed under this Agreement, infringes or misappropriates that third party's intellectual property ("**Microsoft Indemnified Claim**"); and **(B)** pay any resulting adverse final judgment for a Microsoft Indemnified Claim (or settlement to which Microsoft consents). Customer will: **(y)** notify Microsoft promptly of a Microsoft Indemnified Claim and give Microsoft, through competent counsel chosen by Microsoft (in consultation with Customer, to the extent the Microsoft Indemnified Claim relates solely to Customer and not to other Microsoft customers), control over the defense and settlement, although Customer may participate at its own expense; and **(z)** provide Microsoft with reasonable assistance to defend any Microsoft Indemnified Claim, at Microsoft's reasonable request and expense. Microsoft will not, without Customer's express, prior, written consent (not unreasonably withheld), acquiesce to any judgment or enter into any settlement that requires Customer to admit any material fault or liability, that requires Customer to take any affirmative action (other than with regard to the Online Services), or that obligates Customer to pay any sums not fully paid by Microsoft, at the time of settlement, under this Section 10.1. Microsoft will not stipulate, admit, or acknowledge any fault or liability on Customer's part without Customer's express, prior, written permission. Microsoft will not be responsible for any settlement made by Customer without Microsoft's prior written permission (not unreasonably withheld).

10.2 Limitations. Microsoft's obligations under this Section 10 will not apply to the extent a Microsoft Indemnified Claim, adverse final judgment, or settlement is based on: **(A)** any Customer Data, Add-Ons, links to third party websites, or non-Microsoft content or materials; **(B)** Customer's (including its non-Microsoft Permitted Users') use of any portion of the Online Services after Microsoft notifies Customer to stop using it due

to a third-party claim, if damages would not have accrued but for the continued use; **(C)** Customer's combination of any portion of the Online Services with anything not provided by or on behalf of Microsoft, to the extent the claim arises from the combination; **(D)** damages attributable to the value of the use of any Microsoft software other than Dynamics Software or any non-Microsoft software, service, product, data, or process; **(E)** Customer's use of any Microsoft trademark(s) without Microsoft's express written consent; **(F)** Customer's use of any Preview in a live operating environment; **(G)** Customer's use of the Online Services in a manner that violates this Agreement to the extent the claim arises from the violation; or **(H)** allegations that Customer acquired a trade secret: **(1)** through improper means; **(2)** under circumstances giving rise to a duty to maintain its secrecy or limit its use; or **(3)** from any party (other than Microsoft) who owed the third-party claimant a duty to maintain the secrecy or limit use of the trade secret. Customer will reimburse Microsoft for any costs or damages resulting from any of the above actions.

10.3 Specific Rights and Remedies.

10.3.1 Possible Infringement. If Microsoft receives information concerning a Microsoft Indemnified Claim, Microsoft may, at its expense, either: **(A)** procure for Customer the right to continue using the allegedly infringing portion of the Online Services; **(B)** modify the Online Services to make it non-infringing; or **(C)** replace the allegedly infringing portion of the Online Services with a non-infringing functional equivalent. Customer will immediately stop using the allegedly infringing Online Services after receiving Microsoft's notice.

10.3.2 Injunction. If, as a result of a Microsoft Indemnified Claim, use of an portion of the Online Services is enjoined by a court of competent jurisdiction, Microsoft will, at its option: **(A)** procure for Customer the right to continue using the Online Service; **(B)** replace the allegedly infringing portion of the Online Services with a non-infringing functional equivalent; **(C)** modify the Online Services to make it non-infringing; or **(D)** if, after commercially reasonable efforts, Microsoft cannot resolve the issue under the foregoing clauses (A) through (C), de-provision the allegedly infringing portion of the Online Services under the Cancellation, Suspension, and De-provision Policy, terminate the license granted under Section 3.1 and 3.2, and refund any amounts paid in advance by Customer for any unused Online Services.

10.3.3 Exclusive Remedy. This Section 10 states Customer's (and its Registered Affiliates') exclusive remedy and Microsoft's sole duty regarding Microsoft Indemnified Claims (to the extent Microsoft does not breach Section 10).

[Return to top](#)

Section 11. CUSTOMER'S DEFENSE OF CLAIMS.

11.1 Duty and Process. Customer and its Registered Affiliates will defend Microsoft, Microsoft's Affiliates, and each of its subsidiaries, directors, officers, employees, agents, or independent contractors against any claim made by an unaffiliated third party ("**Customer Indemnified Claim**") that: **(A)** alleges Customer Data, Add-Ons, other non-Microsoft content or materials, or Customer's or its Registered Affiliates' (including non-Microsoft Permitted Users') use of the Online Services (excluding only claims for which Microsoft is obligated to defend and pay under Section 10) infringes or misappropriates that third party's intellectual property; **(B)** if true as alleged, reflects a breach by Customer or its Registered Affiliates of this Agreement; or **(C)** relates to any dispute of any kind or nature between Customer and a non-Microsoft Permitted User, whether arising under or related to a Permitted User TOU or otherwise. Customer and its Registered Affiliates will also pay any resulting adverse final judgment for a Customer Indemnified Claim (or settlement to which Customer or its applicable Registered Affiliates consent). Microsoft will notify Customer of a Customer Indemnified Claim and give Customer, through competent counsel chosen by Customer (in consultation with Microsoft), control over defense and settlement, although Microsoft may participate at its own expense. Customer will not, without Microsoft's express, prior, written consent (not unreasonably withheld), acquiesce to any judgment or enter into any settlement that adversely affects Microsoft's rights or interests or obligates Microsoft to pay any sums not fully paid by

Customer, at the time of settlement, under this Section 11.1. Customer will not stipulate, admit, or acknowledge any fault or liability on Microsoft's part without Microsoft's express, prior, written permission. Customer will not be responsible for any settlement made by Microsoft without Customer's written permission (not unreasonably withheld). Microsoft will also provide Customer with reasonable assistance to defend any Customer Indemnified Claim, at Customer's reasonable request and expense.

11.2 Exclusive Remedy. This Section 11 states Microsoft's exclusive remedy and Customer's sole duty regarding any Customer Indemnified Claim (to the extent Customer does not breach this Section 11).

[Return to top](#)

Section 12. LIMITATIONS ON LIABILITY.

12.1 Liability Cap. Subject to Section 12.3 and to the extent permitted by applicable law: (A) each party's total liability to the other for any claim related to this Agreement is limited to direct damages incurred in reasonable reliance, not to exceed the total fees paid or payable by Customer for Online Services giving rise to the claim in the 12-months before it arose; and (B) each party's total aggregate liability to the other for all claims related to this Agreement is limited to direct damages incurred in reasonable reliance, not to exceed the total fees paid or payable by Customer for the Online Services during the Term. For Online Services provided free of charge, and any Previews, Microsoft's aggregate liability is limited to \$3,000. These limitations apply whether liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other theory. For clarity, Microsoft has no liability at all under any Permitted User TOU between Customer and any non-Microsoft Permitted User.

12.2 Excluded Damages. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its Affiliates, suppliers, or contractors, will be liable for any indirect damages (including consequential, special, punitive, or incidental damages, or damages for lost profits or revenues, business interruption, or loss of business information) arising under or related to this Agreement, even if advised such damages were possible or if the possibility was reasonably foreseeable.

12.3 Applicability. The limitations in Section 12.1 and exclusions in Section 12.2 will not apply to: (A) violation or misappropriation of the other party's intellectual property rights; (B) duties under, or breach of, Section 10 or 11; (C) damages attributable to a party's or its agent's gross negligence or willful misconduct (in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence", "gross negligence" means "recklessness"); (D) bodily injury or death caused by a party's negligence or that of its employees or agents; or (E) fraud. In addition, the limitations in Section 12.1 will not apply to fees payable for the Online Services.

12.4 Comparative Fault. Neither party nor its Affiliates will be responsible for any damages to the extent caused by the error, negligence, or fault of the other or such other's agents or Permitted Users (although the foregoing in this Section 12.4 will not apply to insulate Microsoft from applicable liability when Microsoft is acting as Customer's Permitted User).

12.5 Liability for Others. Customer and its Registered Affiliates will be jointly and severally liable for any use of the Online Services or Azure, or any actions taken or omitted (including with regard to Add-Ons or other non-Microsoft materials or Customer Data), by any Permitted User (other than Microsoft) to which Customer provides access to the Online Services or Azure or by any Registered Affiliate. Actions or failures to act of any Permitted User (other than Microsoft) related to the Online Services will be imputed to Customer. Microsoft is not liable in any way for harm or damages related to Customer's interactions with third parties, third-party websites, or any third party acting on Customer's behalf.

[Return to top](#)

Section 13. GENERAL.

13.1 Changes. Microsoft may periodically change this Agreement. When changes are made, Microsoft will post a new version of the applicable document on the Services Portal, which will include all changes and a revised "Last Updated" date. If Customer does not agree to a change, it must cancel at least the specific Online Services affected by the change. By continuing to access, use, or receive Online Services after a change is posted, Customer is bound by the change.

13.2 Availability. The Online Services are intended for use only by organizations with business operations in the countries specified in the applicable Services Addendum or the Services Portal. Microsoft makes no representation that the Online Services are appropriate or available for use in other locations. If Customer accesses or uses any portion of the Online Services from outside the country specified in such Services Addendum or the Services Portal, Customer does so at its own risk and is solely responsible for compliance with all applicable laws.

13.3 Applicable Law. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Online Services and Dynamics Software are protected by copyright and other intellectual property rights laws and international treaties. If Customer registers for, activates, or uses the Online Services from its business operations in the following locales, then:

13.3.1 United States. Washington state law governs this Agreement and claims for breach, regardless of conflict of laws principles. The laws of the state where Customer is domiciled govern all other claims, including under state consumer protection laws, unfair competition laws, and in tort.

13.3.2 Canada. The laws of the province where Customer is domiciled govern this Agreement, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles.

13.3.3 Other Regions. The laws of that country apply.

13.4 Venue and Jurisdiction. The exclusive venue for any action related to this Agreement and brought by: **(A)** Microsoft will be in the federal or state courts with jurisdiction over where Customer has its headquarters; and **(B)** Customer will be in the federal or state courts with jurisdiction over where Microsoft is headquartered. The parties consent to exclusive venue and jurisdiction of such courts. This Section 13.4 does not prevent either party from seeking injunctive relief for violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. If Customer is an entity of the federal, state, or local government, this Section 13.4 does not apply and jurisdiction and venue are determined by applicable law.

13.5 Disputes. Before either party (or any of its personnel) files a claim or suit with a federal or state agency, court, or other public forum, it will provide 60 days' prior written notice to the other and, within such 60-day period (or longer, if extended by the parties' mutual agreement), the parties' authorized representatives will work in good faith to resolve the dispute.

13.6 Time to Bring Claim. Any claim against Microsoft, its Affiliates, or suppliers related to any Online Services must commence within one year after the claim accrues. Otherwise, it is permanently barred.

13.7 Attorneys' Fees. In any dispute related to this Agreement, the prevailing party, including on any appeal, will be entitled to recover its reasonable attorneys' fees and expenses.

13.8 Severability. If any part of this Agreement is held to be unenforceable, it will be deemed replaced by an enforceable section that matches the intent of the original language as closely as possible. The rest of this Agreement will continue in full force and effect.

13.9 Precedence. If there is a conflict in the documents in this Agreement not resolved expressly by their terms, any document earlier in the following list will control over conflicting terms in any document later in the list: **(A)** General Terms; **(B)** Services Addendum; **(C)** Policies; and **(D)** Privacy Statement.

13.10 Assignment. Microsoft may assign this Agreement, in whole or part, at any time without notice. Customer may not assign this Agreement, or any rights or duties under it, without Microsoft's prior, written consent. Any attempted assignment by Customer without such consent is void.

13.11 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.12 Relationship. The parties are independent contractors. Customer and its Registered Affiliates and Permitted Users will not represent themselves as representatives, agents, or employees of Microsoft. This Agreement does not create a joint venture, partnership, agency, fiduciary, or employment relationship. Microsoft, its suppliers, and Channel Partners are independent entities, and Microsoft is neither liable for, nor bound by, any acts of such third parties.

13.14 Language. Any translation of the English-language version of this Agreement is for convenience only and the English-language version will govern. If Customer is domiciled in Canada, the parties expressly wish to execute this Agreement and any associated documentation 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.*

13.15 Compliance with Law. The Online Services are subject to U.S. export jurisdiction. Customer will comply with all applicable laws, including U.S. Export Administration Regulations, International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions issued by U.S. and other governments, related to its access to, or use, import, or export of, Online Services. For more information, see <http://www.microsoft.com/exporting/>.

13.16 Support. Microsoft supports the Online Services as described at <https://support.microsoft.com/en-us/gp/ossipolicy/en-us> (or any successor). Microsoft does not provide support for any Preview, Add-On or other non-Microsoft materials, sample code, or the Online Services accessed or used from outside the country specified in the applicable Services Addendum or Services Portal. If you need to contact Microsoft about the Online Services, visit <http://go.microsoft.com/fwlink/?LinkID=402982>.

13.17 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.

13.18 Notices. Notices made under this Agreement will be provided as follows:

13.18.1 To Customer. Except as otherwise expressly stated in this Agreement, Microsoft's notices that relate generally to the Online Services (e.g., Policy updates, etc.) will be posted on the Services Portal or other designated location. Microsoft's notices specifically to Customer (e.g., notices of breach, suspension, or de-provision) will be provided to Customer by email to the address Microsoft received during Customer's signup for the Online Services or any updated email address that Microsoft received under Section 2.1.2. Customer will be deemed to have received any email sent to any such email address when Microsoft sends the email, whether or not Customer actually received the email.

13.18.2 To Microsoft. All notices to Microsoft related to this Agreement: **(A)** must be in writing (excluding email), sent to the address immediately below; and **(B)** will be deemed given when actually received by the Microsoft recipient below. Communications in the ordinary course of using the Online Services (which do not include notices related to payment, breach, or claims) may be [sent by email to: lcssupport@microsoft.com](mailto:lcssupport@microsoft.com).

Microsoft Corporation
Attn: Legal and Corporate Affairs, Dynamics

One Microsoft Way, Redmond, WA 98052
or via Facsimile: (425) 936-7329

13.19 Interpretation. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: **(A)** all internal references are to this Agreement, its parties, and its Addenda; **(B)** all monetary amounts are expressed and, if applicable, payable, in U.S. dollars; **(C)** “**days**” means calendar days; **(D)** “**may**” means that the applicable party has a right, but not a concomitant duty; **(E)** “**partner**,” if used in this Agreement or related documents, is used in its common, marketing sense and does not imply a partnership; **(F)** “**notify**” means to give notice under (and “**notice**” means a notice that complies with) Section 13.18, as applicable; **(G)** “**current**” or “**currently**” means “as of the Effective Date” but “**then-current**” means the present time when the applicable right is exercised or performance rendered or measured; **(H)** URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at such URLs; **(I)** lists of examples following “**including**”, “**e.g.**”, “**such as**”, “**excludes**”, “**for example**”, or similar words are deemed to include “without limitation”; and **(J)** the word “**or**” is deemed to be an inclusive “or”; and **(K)** a party’s choices under this Agreement are in its sole discretion.

13.20 Entire Agreement. This Agreement is the entire agreement between Customer and Microsoft with respect to the Online Services and it supersedes all prior or contemporaneous communications and proposals (electronic, oral, or written) between Customer and Microsoft regarding its subject matter.

[Return to top](#)

PART II: SERVICES ADDENDA.

The Services Addenda are applicable only to the specific Online Services that Customer registers for, activates, or uses. Click on the Services Addendum name below to view the specific terms and guidelines for that Online Service.

- [Services Addendum for Previews](#)
- [Services Addendum for Cloud Powered Support Services](#)
- [Services Addendum for Channel Partners](#)
- [Services Addendum for Distributing Solution Packages](#)

Services Addendum for Previews

Last Updated: February 2016

This Services Addendum for Previews ("**Preview Addendum**") is an addendum to the Microsoft Online Services Agreement for Microsoft Dynamics Lifecycle Services ("**Agreement**"). This Preview Addendum applies only to the services provided through one or more Previews. By registering for, activating, or otherwise using a Preview, Customer (and any Registered Affiliate Customer enables) agrees to this Preview Addendum. This Preview Addendum may be modified by Microsoft under the Agreement. Capitalized terms used, but not defined in this Preview Addendum are defined elsewhere in the Agreement.

Section 1. PREVIEW RELEASES

1.1 Previews. Previews are provided solely as a convenience for general information purposes only and are not for use in a production or "live operating" environment. Microsoft is not liable for any breach or loss if Customer uses any Preview in a production or "live operating" environment. Microsoft may change or discontinue Previews at any time, without notice. Certain features may be missing or disabled and Previews may contain bugs or other errors that could cause them not to function correctly. Customer is solely responsible for evaluating the Previews and any reports or output generated from them.

1.2 Updates. Microsoft may in its sole discretion provide updates, supplements, or additional features, functionality, or materials ("**Updates**") to any Preview at any time. If Microsoft provides an Update, Customer will accept such Update. This Preview Addendum (as it may be updated periodically) will apply to Updates unless other terms accompany them (e.g., a separate License Agreement), in which case, those other terms apply.

1.3 No Assurances. In choosing to use a Preview, Customer is not relying on Microsoft delivering any future functions or features, or on any comments regarding the Preview or product roadmap. Microsoft may significantly change a Preview for a final, commercial version, if any, or Microsoft may elect not to release a commercial version. A commercial version, if any, will be subject to the General Terms and any other applicable portions of the Agreement, or to a separate agreement, and may be subject to a fee even if the Preview was free of charge.

1.4 Limits. Previews may include limits on the number of Permitted Users who may access or use the Online Services, the number of environments or data collection uploads available for a Preview, or such other limitations as specified in the Preview offer details.

1.5 Privacy. Some Preview attributes may result in Permitted Users being able to view personal data of other users without notice, permission, logging, or reporting. Previews may employ lesser or different security, compliance, and privacy commitments than those in Microsoft's commercial services or that may be in future commercial versions, if any, of the Preview, as further described in the Privacy Statement and any additional notices provided with the Preview. Without limiting the foregoing, security disclosures or independent security certifications applicable to commercial services do not apply to Previews.

1.6 Support. Microsoft is not obligated to provide technical support for Previews. If Microsoft provides any technical support, information for such support can be found on the Preview offer details.

Section 2. CONFIDENTIALITY

2.1 Treatment of Confidential Information. Previews (including their user interface, features, functions, and characteristics, documentation, and Systems), Customer's participation in any Preview, the details of any Preview offering, and this Preview Addendum, are Microsoft's Confidential Information. Customer Data is Customer's Confidential Information. For government customers, this section is subject to applicable trade

secret, public records, or similar laws.

2.2 Treatment of Confidential Information.

2.2.1 Disclosure. Microsoft and Customer will: **(A)** not disclose the other's Confidential Information to any third party, except under Section 2.2.3; and **(B)** use and disclose the other's Confidential Information only for purposes of performing under the Agreement.

2.2.2 Security Precautions. Microsoft and Customer will: **(A)** take reasonable steps to protect the other's Confidential Information, which steps must be at least as protective as those it takes to protect its own Confidential Information; **(B)** notify the other promptly on discovery of any unauthorized use or disclosure of Confidential Information; and **(C)** cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure.

2.2.3 Sharing. Either Microsoft or Customer may disclose the other's Confidential Information to its representatives (e.g., employees, contractors, advisors, and consultants of either party or their respective Affiliates) only if those representatives have a need to know for purposes of this Agreement. Before disclosing the other's Confidential Information to a representative, Microsoft or Customer, as applicable, will ensure each such representative is required to protect Confidential Information on terms consistent with this Agreement. Each party is liable for any unauthorized use or disclosure of Confidential Information by its representatives. Microsoft or Customer may also disclose the other's Confidential Information to Permitted Users.

2.2.4 Work Assignments. Neither Microsoft nor Customer: **(A)** is required to restrict work assignments of its representatives who have had access to the other's Confidential Information; and **(B)** can control the incoming information the other will disclose while using Online Services, or what its representatives will remember, even without notes or other aids. Use of information in representatives' unaided memories in developing or deploying either party's products or services does not create liability under this Agreement or trade secret law. Microsoft and Customer will each limit what it discloses to the other accordingly.

2.2.5 Disclosures Required by Law. Each of Microsoft and Customer may disclose the other's Confidential Information if required to comply with a court order or other government demand with the force of law. Before doing so, the disclosing party must seek the highest level of protection available and, when possible, give the other enough prior notice to seek a protective order.

2.3 Length of Obligation. Except as permitted in this Section 2.3, neither Microsoft nor Customer will use or disclose the other's Confidential Information for five (5) years after the later of: **(A)** Customer's initial use of the Preview; **(B)** when the Confidential Information is first disclosed to the other; or **(C)** the commercial release, if any, of the given Preview.

Section 3. INDEMNITY. In addition to Section 11 of the Agreement, Customer will, at its expense and Microsoft's request, defend any claim or action brought by a third party against Microsoft or Microsoft's Affiliates, and each of their directors, subsidiaries, officers, employees, agents, or independent contractors, to the extent based on a claim concerning Customer's (or its Permitted Users') use of the Online Services in a production or "live operating" environment (all such claims or actions, "claims"), and Customer will indemnify and hold harmless Microsoft from and against any costs, damages, and fees reasonably incurred by Microsoft, including fees of attorneys and other professionals, attributable to any claims. Microsoft will: **(A)** provide Customer notice in writing of any claims and permit Customer, through competent counsel chosen by Customer (in consultation with Microsoft), to answer and defend such claims; and **(B)** provide the entity defending such claim information, assistance, and authority, at Customer's reasonable request and expense, to help defend such claims. Customer will not stipulate, admit, or acknowledge any fault or liability on Microsoft's part without Microsoft's express, prior, written permission. Customer will not be responsible for any settlement made by Microsoft without Customer's written permission (which Customer will not unreasonably withhold, delay, or

condition). Customer may not settle any claims on Microsoft's behalf without first obtaining Microsoft's written permission (which Microsoft will not unreasonably withhold, delay, or condition). If Customer and Microsoft agree to settle any claims, neither will disclose the settlement terms without the other party's written permission.

///

///

///

[Remainder of page intentionally left blank]

Services Addendum for Cloud Powered Support Services

Last Updated: February 2016

This Services Addendum for Cloud Powered Support Services ("**Support Addendum**") is an addendum to the Microsoft Online Services Agreement for Microsoft Dynamics Lifecycle Services ("**Agreement**"). This Support Addendum applies only to the Microsoft Dynamics Lifecycle Services Cloud Powered Support Service ("**Online Service**"). By registering for, activating, or otherwise using this Online Service, Customer (and any Registered Affiliate Customer enables) agrees to this Addendum. This Support Addendum may be modified by Microsoft under the Agreement. Capitalized terms used, but not defined in this Support Addendum are defined elsewhere in the Agreement.

Section 1. ONLINE SERVICE OVERVIEW

1.1 General. The Online Service allows customers with the required Service Agreement to open support incidents and receive support for Dynamics Software through the Online Service. Support incidents submitted and support services provided through the Online Service are governed by the applicable Service Agreement. By accessing the Online Service, Customer or its Permitted Users are deemed to have irrevocably agreed to: **(A)** the automatic, online collection of all environment data for the End User's system as Microsoft deems necessary or desirable to reproduce the support incident in a virtual machine environment; **(B)** the automatic reproduction of Customer's or its Permitted Users' system and environment in a virtual machine environment; **(C)** the automatic, online recording of Customer's or its Permitted Users' actions when using the Online Service; and **(D)** Microsoft's creation and disclosure of anonymized entries in its various support databases, knowledge bases, and FAQs related to Customer's issue.

Section 2. TERM OF SUPPORT ADDENDUM

2.1 Term. The term of this Support Addendum begins when the Online Service is activated and continues until Customer cancels it or Microsoft suspends or de-provisions it, all pursuant to the Agreement.

2.2 Ending the Online Service. The parties' duties on any cancellation, suspension, or de-provision of the Online Service are stated elsewhere in the Agreement.

///

///

///

[Remainder of page intentionally left blank]

Services Addendum for Channel Partners

Last Updated: February 2016

This Channel Partner Services Addendum (“**Channel Addendum**”) is an addendum to the Microsoft Online Services Agreement for Microsoft Dynamics Lifecycle Services (“**Agreement**”). If Customer is a Channel Partner, by uploading or otherwise providing any Add-On for use in, through, or in connection with the Online Services, or the Azure Marketplace located at: <http://azure.microsoft.com/en-us/marketplace/> (or any successor), Channel Partner is deemed to have agreed to the additional terms in this Channel Addendum. This Channel Addendum may be modified by Microsoft under the Agreement. Capitalized terms used, but not defined in this Channel Addendum are defined elsewhere in the Agreement.

Section 1. ACKNOWLEDGEMENTS AND WAIVER

1.1 Background. Customer acknowledges that the Online Services currently allow an End User: **(A)** to designate one entity at a time as its Channel Partner; and **(B)** to change such Channel Partner, in such End User’s discretion, at any time. Customer further acknowledges that if an End User is using an Add-On provided by Customer, and such End User changes its Channel Partner to a third party, then: **(w)** Customer will no longer have access to such End User’s applicable instances, workspaces, and content or the copies of Customer’s Add-On embedded in such End User’s projects; **(x)** such End User will continue to have access to Customer’s Add-On(s), and, if such End User designates a new third party as its Channel Partner, such third party will have access to Customer’s Add-On embedded in such End User’s projects, which will give such third party access to Customer’s intellectual property in such Add-On(s); **(y)** if Customer wishes to protect its intellectual property, it must do so in its Permitted User TOU or other valid contract it enters into separately with the End User for the Add-On (e.g., by requiring contractually that the End User delete the Add-On before it changes Channel Partners); and **(z)** Microsoft has no responsibility or liability to protect Customer’s intellectual property, including any intellectual property in the Add-On(s) Customer may elect to make available through Online Services, or any such Add-On(s), including from access by third-party Channel Partners End Users may designate to replace Customer.

1.2 Waiver. Customer knowingly and voluntarily: **(A)** waives and releases Microsoft (and Microsoft’s Affiliates, subsidiaries, directors, officers, employees, agents, and independent contractors) from any claims (known, unknown, suspected, or unsuspected) that may arise at any time to the extent related to disclosure, to any End User or other Channel Partner, of Customer’s intellectual property in any Add-On in the context of such End User changing its Channel Partner or otherwise; **(B)** expressly acknowledges it is familiar with Section 1542 of the California Civil Code, which provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”; and **(C)** expressly waives and relinquishes any and all rights and benefits it may have under Section 1542 of the California Civil Code (or any analogous law of any other jurisdiction).

Section 2. INDEMNITY. In addition to Section 11 of the Agreement, Customer will, at its expense and Microsoft’s request, defend any claim or action brought by a third party against Microsoft, or Microsoft’s Affiliates, and each of its subsidiaries, directors, officers, employees, agents, or independent contractors, to the extent: **(A)** it arises out of or relates to Customer’s Add-On but is not otherwise addressed in Section 10 or 11 of the Agreement; or **(B)** Microsoft’s liability would have been reduced had Customer effectively bound the applicable End User to a Permitted User TOU under Section 2.1.3.1 of the Agreement (all such claims or actions in the foregoing clauses (A) and (B), “**claims**”), and Customer will indemnify and hold harmless Microsoft from

and against any costs, damages, and fees reasonably incurred by Microsoft, including fees and expenses of attorneys and other professionals, attributable to any claims. Microsoft will: **(i)** provide Customer notice in writing of any claims and permit Customer, through competent counsel chosen by Customer (in consultation with Microsoft), to answer and defend such claims; and **(ii)** provide the entity defending such claims information, assistance, and authority, at Customer's reasonable request and expense, to help defend such claims. Customer will not stipulate, admit, or acknowledge any fault or liability on Microsoft's part without Microsoft's express, prior, written permission. Customer will not be responsible for any settlement made by Microsoft without Customer's written permission (which Customer will not unreasonably withhold, delay, or condition). Customer may not settle any claims on Microsoft's behalf without first obtaining Microsoft's written permission (which Microsoft will not unreasonably withhold, delay, or condition). If Customer and Microsoft agree to settle any claims, neither will disclose the settlement terms without the other party's written permission.

///

///

///

[Remainder of page intentionally left blank]

Services Addendum for Distributing Solution Packages

Last Updated: February 2016

This Services Addendum for Distributing Solution Packages ("**Solution Package Addendum**") is an addendum to the Microsoft Online Services Agreement for Microsoft Dynamics Lifecycle Services ("**Agreement**"). This Solution Package Addendum applies only to the Add-Ons that a Customer that is also the author or publisher of such Add-On provides or otherwise makes available to Microsoft ("**Solution Packages**", as further defined below) and related materials. By directly or indirectly providing Microsoft with, or with access to, an Add-On, a Customer that is also the author or publisher of such Add-On agrees to this Solution Package Addendum. This Solution Package Addendum may be modified by Microsoft under the Agreement. Capitalized terms used, but not defined in this Solution Package Addendum are defined elsewhere in the Agreement.

Section 1. ADDITIONAL DEFINITIONS

"**Collateral**" means, as related to any Solution Package, marketing and advertising materials in any media, now known or developed in the future, including print, broadcast, electronic, and online media.

"**Content**" means any textual, graphical, audio, music, or video materials made available by Customer to its end users through or in relation to a Solution Package.

"**Customer Marks**" means Customer's trademarks that it provides to Microsoft in connection with any Solution Package or the Agreement.

"**Deliverables**" means everything Customer provides to Microsoft under this Solution Package Addendum, or to a third party (e.g., an end user) related to this Solution Package Addendum, including Content, Customer Marks, and other intellectual property.

"**Error**" means a bug, defect, omission, security vulnerability, or the like, that prevents any of Customer's Deliverables from performing according to the Solution Package Addendum or applicable documentation.

"**Solution Package**" means an Add-On that Customer is the author or publisher of and that Customer, or one of its customers, provides or otherwise makes available to Microsoft, including any updates.

"**User Agreement**" means a written agreement between Customer and its end user: (1) governing access to, and consumption of, Content through the Solution Packages; and (2) the privacy policy for the Solution Packages.

Section 2. SOLUTION PACKAGES

2.1 General. As between Microsoft and Customer, Customer, at its sole cost, will develop, operate, and support its Solution Packages. Customer will comply with all applicable Policies, and any applicable certification processes that Microsoft may implement, related to the Solution Packages.

2.2 User Agreements. Customer must have a User Agreement with each end user (and failing to do so is a material breach). The User Agreement must not: **(A)** make any representation or warranty on Microsoft's behalf, with respect to any Deliverables or otherwise; **(B)** purport to create any obligations that name or refer to Microsoft as the party or third party obligated to fulfill or discharge any duties; **(C)** otherwise name or refer to Microsoft other than as may be necessary to disclose in its privacy policy; or **(D)** purport to supersede, modify, or abrogate the applicable terms of use as applicable between Microsoft and each and every such user.

2.3 Operation. Customer will maintain the Content available via the Solution Packages as provided in this Solution Package Addendum.

2.4 Content and Functionality. All Content and functionality available through the Solution Packages,

including delivery, must comply with this Solution Package Addendum and applicable law, and Customer will not include any advertising in its Solution Packages or related Content. Customer will verify this compliance. Subject to the foregoing, Customer has full editorial control over, and will solely determine, the Content selection available through its Solution Packages.

2.5 Support. All end user support (if any) and customer service (if any) for Deliverables will be provided solely by Customer.

2.6 Disablement. Microsoft may temporarily disable any Solution Packages (including previously downloaded copies), at any time, to abate harm as determined by Microsoft. Microsoft will make commercially reasonable efforts to provide notice (explaining the cause and cure) and an opportunity to cure (all of which will be provided in advance if Microsoft determines it is practicable to do so).

2.7 Errors. If Customer discovers (or Microsoft reports) an Error, Customer will promptly correct its applicable Deliverables and provide an update so that its then-current Deliverables fully comply with this Solution Package Addendum and applicable law. Microsoft is not obligated to correct any Errors (although it has the right to do so).

2.8 Development Support and Limitations. Except as may be expressly stated in this Solution Package Addendum, Microsoft is not obligated to provide any support whatsoever for Customer's development of Solution Packages or its integration with the Online Services or any other services. Any support Microsoft may provide is provided "as is," "with all faults," and without warranty. Microsoft may cease providing any support that it does provide at any time, without notice, except if, and only to the extent that, this Solution Package Addendum expressly states otherwise. Customer expressly acknowledges these limitations on support and that Customer has no right to, and is not expecting any, support not expressly described in this Solution Package Addendum.

Section 3. INTELLECTUAL PROPERTY

3.1 Solution Packages. Customer grants Microsoft a nonexclusive, royalty-free, fully paid-up license to: **(A)** on a worldwide basis, host, use, reproduce, distribute, license, and digitally sign the Solution Packages for purposes of testing and preparing the Solution Packages for distribution through or in relation to the Online Services or any other services of Microsoft or its Affiliates; **(B)** host, reproduce, market, promote, and distribute to End Users the Solution Packages or installation packages that include the Solution Packages; **(C)** grant licenses to End Users to install and use the Solution Packages; **(D)** compile and recompile the Solution Packages for purposes of maintaining compatibility with the Online Services or any other services of Microsoft or its Affiliates; and (1) optionally correct Errors as set forth in Section 2.7. For any given Solution Package, the foregoing license grant is effective as of the earliest date on which Customer has directly or indirectly made the Solution Package available to Microsoft and continues until, in accordance with Microsoft's then-current policies and practices, Microsoft has purged all copies of the Solution Package from the System.

3.2 Customer Marks. Subject to Microsoft's compliance with this Section 3.2, Customer grants Microsoft a worldwide, nonexclusive, royalty-free, fully paid-up license to use Customer Marks, solely for use in Collateral related to the Online Services or any other services of Microsoft or its Affiliates, or Solution Packages being made available on, through, or in relation to the Online Services or any other services of Microsoft or its Affiliates. Customer also grants Microsoft the right to publish its entity name, Solution Package titles, and Customer Marks, without modification, related to distribution or marketing of the Solution Packages, Online Services, or any other services of Microsoft or its Affiliates. Microsoft will use Customer Marks solely as provided in this Solution Package Addendum, will correct its misuse of any Customer Marks on Customer's reasonable notice, and will cease using Customer Marks if it fails to correct such misuse after such notice. Microsoft will at all times comply with Customer's trademark usage guidelines (if any) that Customer provides to Microsoft. All goodwill, rights, and benefits in Customer Marks arising from their use under this Solution

Package Addendum will inure to Customer. For any given Customer Mark, the foregoing license grant is effective as of the earliest date on which Customer has directly or indirectly made the Customer Mark available to Microsoft and continues until, in accordance with Microsoft's then-current policies and practices, Microsoft has purged all copies of the Customer Mark from the System and Microsoft's applicable Collateral.

Section 4. REPRESENTATIONS AND WARRANTIES. In addition to Section 9.1 of the Agreement, Customer further represents and warrants that, throughout the Term: **(A)** listing and distributing its Solution Packages (and any Content) through the Online Services, or any other services of Microsoft or its Affiliates, does not violate any agreements it is a party to or aware of; **(B)** it has obtained, secured, and maintains all consents, approvals, and licenses (including applicable, written third-party consents) required for it to submit and offer for distribution its Solution Packages (and any Content) related to this Solution Package Addendum and for its Solution Packages to access any services and Content to which the Solution Packages enable access; **(C)** it has reported on and paid (and will continue to do so throughout the Term) all fees, royalties, licenses, and other payments required to be paid to third parties for Customer to submit and offer for distribution its Solution Packages (and any Content) under this Solution Package Addendum; and **(D)** its Deliverables do not infringe or misappropriate the intellectual property or other proprietary rights of any person or entity.

Section 5. INDEMNITY. In addition to Section 11 of the Agreement, and solely for purposes of this Solution Package Addendum, the Customer Indemnified Claims are deemed to also include any claim by any unaffiliated third party relating to the use of or inability to use the Solution Packages, including any product liability claims.

///

///

///

[Remainder of page intentionally left blank]