

MICROSOFT ONLINE SERVICES TRIAL AGREEMENT

Last Updated: November 2016

This Microsoft Online Service Trial Agreement (this “**Agreement**”) applies when:

- (A) an individual signs up for any Trial Service (as defined below) with an email address that has been provided by an organization by virtue of the individual’s relationship with the organization; or
- (B) an individual becomes a qualified administrator by proving ownership of the Internet domain (“**Domain**”) associated with the email address an individual entering into this Agreement used to sign up for any Trial Service, as described in Section 2.

This Agreement is a contract between Microsoft Corporation (or based on where you live (or, if an entity, where your principal place of business or primary location is) one of its affiliates) and Customer. Except as specified in Section 2, “**Customer**” means either the entity that accepts this Agreement through an Admin (as defined in Section 2.1), or an individual user (not an Admin) who accepts this Agreement as an individual. As used in this Agreement, references to “personnel” or “Customer’s personnel” are applicable only if an entity has accepted this Agreement through an Admin; if Customer is an individual user, Customer has no personnel. This Agreement consists of and incorporates by reference Part I (General Terms) and Part II (Trial Service Specific Terms). In the event of a conflict between Part I and Part II, the Trial Service Specific Terms will control as to the applicable Trial Service. We refer to any trial of a commercially-available service that links to this Agreement as the “**Trial Service.**” You may use the Trial Service solely in accordance with this Agreement.

BY USING OR ACCESSING ANY TRIAL SERVICE, OR BY AGREEING TO THIS AGREEMENT WHERE THE OPTION IS MADE AVAILABLE TO CUSTOMER IN THE USER INTERFACE, CUSTOMER AGREES TO ABIDE BY THIS AGREEMENT WITHOUT MODIFICATION BY CUSTOMER. PLEASE READ THIS AGREEMENT BEFORE USING OR ACCESSING ANY TRIAL SERVICE. IF CUSTOMER DOES NOT AGREE, OR IS INELIGIBLE TO ENTER INTO THIS AGREEMENT (IN ACCORDANCE WITH ELIGIBILITY CRITERIA, IF ANY, SPECIFIED IN THE TRIAL SERVICE SPECIFIC TERMS), CUSTOMER MAY NOT USE THE TRIAL SERVICE.

IF CUSTOMER LIVES (OR IS AN ENTITY WITH ITS PRINCIPAL PLACE OF BUSINESS OR PRIMARY LOCATION) IN THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Part I. GENERAL TERMS

These General Terms apply to all Trial Services, except where modified by the Trial Service Specific Terms.

1 QUALIFIED USERS

1.1 Eligibility. To be eligible to sign up for any Trial Service, Customer must have a valid and current email address that is provided by an organization using its Domain (Customer’s “**Organization**”). If there is a question about whether or not an individual is eligible, Microsoft retains the right to determine eligibility in its sole discretion. If Customer’s policies prevent Customer from complying with this Agreement, Customer is ineligible to access or use the Trial Service.

1.2 ORGANIZATION MAY CONTROL CUSTOMER’S USER ACCOUNT AND DATA. THE TRIAL SERVICE IS INTENDED FOR USE BY ORGANIZATIONS THAT SHARE THE SAME DOMAIN. WHEN CUSTOMER USES AN EMAIL ADDRESS PROVIDED BY AN ORGANIZATION TO ACCESS ANY TRIAL SERVICE, THE ORGANIZATION, AS THE OWNER OF THE DOMAIN ASSOCIATED WITH CUSTOMER’S EMAIL ADDRESS, MAY (AS OF CUSTOMER’S FIRST ACCESS OR IN THE FUTURE): (A) CONTROL AND ADMINISTER CUSTOMER’S USER ACCOUNT FOR THE TRIAL SERVICE, INCLUDING MODIFYING OR TERMINATING CUSTOMER’S ACCESS TO ANY TRIAL SERVICE; AND (B) ACCESS AND PROCESS CUSTOMER DATA, INCLUDING THE CONTENT OF CUSTOMER’S COMMUNICATIONS AND FILES.

1.3 Organization Policies. Customer acknowledges and understands the Trial Service may be managed by an Admin (defined in section 2.1), and, as such, his or her employer controls and administers the User Accounts (defined in section 1.4) for any Trial Service and his or her employer’s policies will also apply to access and use of any Trial Service, but only to the extent they do not conflict with this Agreement.

1.4 Verification of Eligibility. From time to time, Customer may be asked to confirm the validity of Customer’s email account, and if that email account is not confirmed as valid, Customer’s account for the Trial Service (“**User Account**”) will be removed, and Microsoft may delete information or Customer Data (as defined in Section 7) associated with Customer’s User Account, or otherwise disable Customer’s access to such information or Customer Data. Microsoft is under no obligation to retain or return Customer Data to Customer after Customer’s User Account has been removed.

2. QUALIFIED ADMINISTRATORS

In this Section 2, “**Customer**” refers only to an Admin (as defined below).

2.1 Eligibility. To be eligible to be an administrator of the Organization for any Trial Service (“**Admin**”), Customer must verify: **(A)** Customer’s authorization to act on behalf of the Organization that owns the Domain associated with the email and **(B)** Customer’s administrative control over that Domain sufficient to manage the Domain records. Customer may also be required to meet other eligibility criteria set by Microsoft. If there is a question about whether or not Customer is eligible to be an Admin, Microsoft will determine eligibility in its sole discretion. The Admin controls use of that Domain for all Microsoft online services, not only the Trial Service.

2.2 Admin Assumption of Control. If Customer qualifies as an Admin, Customer will obtain control of all User Accounts associated with Customer’s Domain, including domain management, and capability to terminate a user’s access to any Trial Service and to delete a user’s Customer Data. Customer acknowledges that Customer’s users may have signed up for various Trial Service subscriptions, as individuals. Until Customer replaces these individual subscriptions with subscriptions for the Organization, this Agreement will continue to apply to: **(A)** Customer’s use of the Trial Service as the Admin; and **(B)** such users’ use of the Trial Service as individuals. It is Customer’s responsibility as the Admin to inform Customer’s users of the terms governing their further use of any Trial Service. Microsoft will continue to allow Customer’s users to sign up for any Trial Service in accordance with the Azure Active Directory settings for Customer’s tenant. If Customer does not want its users to self-sign up, Customer must turn off that capability in the Organization’s Azure Active Directory settings.

3. USE OF THE TRIAL SERVICE

3.1 Right to Use. Microsoft grants Customer the limited, non-transferable, non-exclusive, revocable right under Microsoft’s copyrights to access and use the applicable Trial Service, solely during the applicable Trial Period (defined in the Trial Service Specific Terms) only: **(A)** to test or evaluate it, using demonstration

data; and **(B)** for Customer's limited internal use in a "live" operating or commercial production environment. All such access or use is subject to Customer (and its personnel) complying with this Agreement, any policies and procedures Microsoft designates, and any limitations, prohibitions, and restrictions on the Trial Service specified in this Agreement or any Trial Service documentation. Minimum system requirements or other factors may affect the ability to use any Trial Service. Microsoft reserves all other rights.

3.2 Acceptable Use Policy. Customer may not use a Trial Service: **(A)** in a way prohibited by law, regulation, governmental 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 any Trial Service or impair anyone else's use of it; or **(F)** in any application or situation where failure of any Trial Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. Violation of the terms in this section may result in suspension of the Trial Service in accordance with Section 5.2. Microsoft will suspend the applicable Trial Service only to the extent reasonably necessary, as determined by Microsoft in its sole discretion.

3.3 Technical Limitations. Customer must comply with, and may not work around, any technical limitations in a Trial Service that only allows Customer to use it in certain ways.

3.4 Responsibility for Use Accounts. Customer is responsible for maintaining the confidentiality of any User Account. Customer must promptly notify Microsoft about any possible misuse of the User Accounts or authentication credentials of Customer or its personnel or any security incident related to any Trial Service.

3.5 Trial Period. Trial Services are offered solely on a short-term, trial basis to give Customer and Customer's personnel an opportunity to test and evaluate whether the particular Trial Service is suitable for the Customer's needs. The length of the period during which Customer may conduct such testing and evaluation is specified for each Trial Service in the Trial Service Specific Terms. After that period ends, Customer's rights to access or use that particular Trial Service will end, or may otherwise be modified, as specified in the applicable Trial Service Specific Terms.

3.6 Verifying Compliance. During and for three months after Customer's right to access or use any Trial Service ends, Customer will keep all usual and proper records relating to each Trial Service and Customer's use of it under this Agreement. Microsoft may request that Customer conduct an internal audit of all Trial Services in use throughout its Organization. By requesting an audit, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly terminate such use or order sufficient commercial licenses to cover Customer's past and present use. If material unlicensed use is found, Customer must reimburse Microsoft for its costs incurred in verification and acquire the necessary commercial licenses at retail license cost within 30 days.

3.7 Links to Third-Party Sites. The Trial Service may include links to third party sites. Microsoft does not control such sites, and Microsoft is not responsible for the content of any linked site, any links contained in a linked site, or any changes or updates to such linked sites. Microsoft is not responsible for webcasting or any other form of transmission received from any linked site. Microsoft is providing these links to you, if at all, only as a convenience, and the inclusion of any link does not imply endorsement by Microsoft of the site. Linked sites are subject to the terms and privacy statement of the third-party provider.

3.8 Third-party Components. The Trial Service or the Software (defined in Section 6) may contain third-party components. Unless otherwise disclosed in the Trial Service or Software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices. Any third-party

scripts or code, however, that are linked to or referenced from the Trial Service, are licensed to Customer by the third parties that own such code, not by Microsoft.

3.9 Updates. The Trial Service or any Software may periodically check for Updates, and (as applicable) download and install them for Customer. Customer may obtain Updates only from Microsoft or authorized sources. Microsoft may need to apply Updates to Customer's system. Customer agrees to receive these automatic Updates without any additional notice. Updates may not include or support all existing features or functionalities of any Trial Service or peripheral devices and may result in deletion of Customer Data. Microsoft may, when issuing any Update, discontinue any feature or function, in whole or in part. This Agreement (as it may be updated periodically, with prospective effect) will apply to Updates unless other terms accompany them, in which case, those other terms apply. "**Update**" means any correction, modification, cumulative update, enhancement, hot fix, bug fix, patch, service pack, addition, minor version release, and other revision to the Trial Service or Software that Microsoft makes generally available and that do not incorporate major new functionality.

3.10 Communications from Microsoft. To the extent applicable law requires Microsoft to obtain Customer's consent before sending Customer marketing communications (including email) related to any Trial Service, Customer acknowledges that, by registering for, activating, or using a Trial Service, Customer has affirmatively given consent to receive marketing communications (including email) from Microsoft or its affiliates or third-party service providers related to each Trial Service or its successors, if any. If Customer does not consent to receive these related marketing communications, Customer may not access or use any Trial Service.

3.11 User Accounts. Customer and its personnel may access or use this Trial Service only after it has accepted the terms and conditions of this Agreement and obtained applicable Microsoft user credentials ("**Microsoft ID**"). The Trial Service uses Customer's and its personnel's Microsoft IDs for authentication purposes only. Each of Customer's personnel may need a separate Microsoft ID. The Microsoft ID is subject to a separate agreement between Microsoft and Customer, or between Microsoft and each of Customer's personnel, as applicable. This Agreement will neither merge nor supersede any such separate agreement. Customer will, and will instruct its personnel to, keep its and their Microsoft IDs confidential. Customer is solely liable for any activity that may take place under its User Account or using its, or any of its personnel's, Microsoft IDs. Microsoft will not be liable for any loss resulting from an unauthorized person using the Microsoft IDs or User Accounts.

4. CHANGES AND FEEDBACK

4.1 Changes to the Agreement. From time to time, Microsoft may change or amend this Agreement, solely with prospective effect. Microsoft will notify Customer of any such change or amendment, either through the applicable Trial Service's user interface, in an email message, or through other reasonable means. If Customer does not agree to such a change, Customer must stop using at least the specific Trial Service affected by the change, and the change will not apply to Customer. By continuing to access, use, or receive any of the affected Trial Services after Microsoft notifies Customer in the manner described above, Customer consents to the changed or amended terms.

4.2 Changes to the Trial Services. The Trial Service may evolve over time, and Microsoft may change them at any time without notice to Customer. From time to time Microsoft may stop providing portions of a Trial Service. Microsoft may do so, for example, if it is no longer feasible or practical for Microsoft to provide a Trial Service, the technology changes, market feedback indicates a change is needed, Microsoft's agreements with third parties no longer permit Microsoft to make their material available, or external issues arise that make it imprudent or impractical to continue to provide a Trial Service.

4.3 Previews. Microsoft may offer features, data centers, and services, each of which in preview, beta, or pre-release form or state, as part of the Trial Service (“**Previews**”). Previews may employ lesser or different privacy and security measures than those typically present in a Microsoft online service. Previews may not work correctly or in the same way a general availability version may work. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into general availability.

4.4 Feedback. If Customer provides suggestions, comments, input, or other feedback about any Trial Service, including Previews (“**Feedback**”), Customer gives to Microsoft without charge the right to use, share, and commercialize Customer’s Feedback in any way or for any purpose. Customer also gives to third parties without charge the right to use or interface with any specific parts of a Microsoft software or service that includes the Feedback. You will not give Feedback that is subject to any license that requires Microsoft to license its software or documentation or services to third parties because Microsoft includes Customer’s Feedback in them.

5. TERM AND TERMINATION

5.1 Term. This Agreement begins as specified above and continues until terminated as provided in this Section 5. Customer’s rights to access and use a specific Trial Service, however, will expire as specified in the applicable Trial Service Specific Terms. For clarity, the trial period for any Trial Service can be applied at different times to different Customer personnel, so long as: **(A)** no user is given more than a single trial period for a given Trial Service (unless Microsoft agrees, in writing, to extend a given trial period for a given set of users); and **(B)** Customer’s use of separate trial periods for given Customer personnel for a given Trial Service is not a means for Customer to avoid, limit, or delay the purchase of commercial subscriptions to that Trial Service.

5.2 By Microsoft. If Customer violates this Agreement or is ineligible to enter into it, Microsoft may: **(A)** remove Customer’s Customer Data from the applicable Trial Service or disable Customer’s access to such Customer Data; **(B)** suspend Customer’s access to the Trial Service, **(C)** refer such activity to appropriate authorities; **(D)** pursue Microsoft’s remedies under applicable law; or **(E)** take any combination of these actions. Microsoft may also, for any reason or no reason, in its sole discretion: **(W)** stop offering any Trial Service at any time, **(X)** terminate Customer’s access to any Trial Service, or this Agreement, at any time; **(Y)** suspend Customer’s access under Section 3.2 (Acceptable Use Policy); or **(Z)** in accordance with Section 4.2 (Changes to the Trial Services), stop providing portions of any Trial Service.

5.3 By Customer’s Admin or Organization. If Customer’s Admin has assumed control of Customer’s User Account, the Admin may modify or remove Customer’s access to a Trial Service. Even in the absence of an Admin takeover, the Organization, as owner of the Domain associated with Customer’s email, may also modify or remove Customer’s access to a Trial Service. Review the Trial Service Specific Terms and the website, if any, for the specific Trial Service for any additional details.

5.4 By Customer. Customer may terminate its access to or use of the Trial Service associated with Customer’s User Account at any time and for any reason, without further obligation, unless the Admin has assumed control of Customer’s User Account. In such case, Customer must contact its Admin to manage the applicable Trial Service (including terminating a specific Trial Service, disabling Customer’s User Account, or deleting Customer Data). If an Admin has not assumed control of Customer’s User Account for a specific Trial Service, review the Trial Service Specific Terms and the website, if any, for the specific Trial Service to understand how to terminate it, disable Customer’s User Account, or delete Customer Data.

5.5 Effect of Termination. If Customer’s right to access a Trial Service is terminated, the right to use that Trial Service stops immediately and Customer’s license to use the software related to that Trial Service ends. If Customer’s right to access a Trial Service is terminated, subject to the applicable Trial Service Specific Terms, Microsoft will delete Customer’s information or Customer Data or will otherwise disable Customer’s access to such information or Customer Data. Microsoft is under no obligation to notify, or to return Customer Data to, Customer, except as specified in the applicable Trial Service Specific Terms. Customer must uninstall any Software when its right to use it ends. Microsoft may also disable such Software at that time.

6. USE OF MICROSOFT SOFTWARE WITH THE TRIAL SERVICE

Microsoft may provide Customer with Microsoft software or Microsoft apps (collectively, “Software”) as part of, or for use with, a Trial Service. If the Software includes its own license, those terms control; otherwise, this Section 6 applies.

6.1 Use Rights. Microsoft grants Customer the right to install and run any number of copies of the Software on Customer’s devices for use with the specific Trial Service in connection with which the Software was provided. The components of the Software are licensed as a single unit, and Customer may not separate or virtualize the components and install them on different devices.

6.2 Scope of License. The Software is licensed, not sold. This Agreement only gives Customer some rights to use the Software. Microsoft reserves all other rights. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in this Agreement. In doing so, Customer must comply with any technical limitations in the Software that allow Customer to use it only in certain ways. Customer may not: **(A)** work around any technical limitations in the Software; **(B)** disassemble, decompile, or reverse engineer the Software, except and only to the extent permitted by applicable law despite this limitation; **(C)** remove, minimize, block, or modify any notices of Microsoft or its suppliers in the Software; **(D)** use the Software in any way that is against the law; or **(E)** share, publish, or lend the Software, or provide the Software as a stand-alone hosted solution for others to use, or transfer the Software or this Agreement to any third party.

7. PRIVACY AND SECURITY TERMS

For purposes of this Agreement, “**Customer Data**” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf, of Customer through use of any Trial Service.

7.1 Privacy. Microsoft uses and protects Customer’s Customer Data as outlined in the Microsoft Online Services Privacy Statement at <http://go.microsoft.com/fwlink/?LinkId=512132>. Customer’s access to and use of any Trial Service operates as Customer’s consent to these privacy practices. Notwithstanding anything to the contrary in the Microsoft Online Services Privacy Statement, however, the Admin (if any) is authoritative for purposes of managing Customer’s responses to third party requests, and the Admin may access and disclose to a third party any Customer Data of Customer or its personnel that the Admin has access to, in his or her discretion.

7.2 Customer’s Responsibility for Customer Data. Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Trial Service to Customer without violating Customer’s policies or the rights of any third party, or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of any Trial Service other than as

expressly set forth in this Agreement or as required by applicable law. Until such time as an Admin (acting on Customer's behalf) has assumed control of Customer's User Account, Customer is responsible for Customer Data. If an Admin has assumed control of Customer's User Account, the Admin controls Customer Data and access to the Organization pursuant to Section 2. Subject to Customer's policies (to the extent they do not conflict with this Agreement), Customer may delete Customer's own Customer Data from any Trial Service, so long as Customer is still a user of that Trial Service. If an Admin has assumed control of Customer's User Account, and Customer has questions regarding rights to Customer Data, Customer must contact the Admin as Microsoft cannot answer individual user questions regarding Customer Data after an Admin has assumed control.

7.3 Public Features. If Customer shares Customer Data in public areas of a Trial Service, through features that permit public sharing of Customer Data, or in shared areas available to others, anyone with whom Customer has shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If Customer does not want others to have that ability, Customer must not (and has not right to) use the particular Trial Service to share Customer Data.

7.4 Service Disruptions and Backup. Microsoft strives to keep the Trial Service up and running; however, all online services suffer occasional disruptions and outages, and Microsoft isn't liable for any disruption or loss Customer may suffer as a result. During such periods, Customer may be unable to access or use all or a portion of any Trial Service and some or all Customer Data may be deleted. If Microsoft determines that an outage or disruption may cause risk to any Trial Service, Microsoft may, without limitation to Microsoft's other rights under this Agreement, suspend the Trial Service. To the extent a Trial Service allows, Customer should regularly back up the Customer Data Customer may store on a Trial Service. Having a regular backup plan and following it can help Customer prevent loss of Customer Data.

7.5 Data Collection. A Trial Service or Software may also collect information about Customer and Customer's use of the Trial Service or Software and send that information to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Customer's opt-out rights, if any, are described in the product documentation. Some features in a Trial Service or Software may enable collection of data from users of Customer's applications that access or use a Trial Service or Software. If Customer uses these features to enable data collection in Customer's applications, Customer must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how Customer uses, collects, and shares their data. Customer can learn more about Microsoft's data collection and use in the website, if any, for the specific Trial Service, and the Microsoft Privacy Statement at <http://go.microsoft.com/fwlink/?LinkId=512132>. Customer will comply with all applicable provisions of the Microsoft Privacy Statement. By using a Trial Service or its related Software, Customer consents to the transmission of the information described in this Section 7.5.

8. OTHER MICROSOFT PRODUCTS AND NON-MICROSOFT PRODUCTS

8.1 Other Microsoft Products. Customer may be able to access other Microsoft software, data, services, websites, or products ("**Other Microsoft Products**") via a Trial Service. Customer's use of Other Microsoft Products may be subject to separate terms and conditions.

8.2 Non-Microsoft Products. Microsoft may make third-party-branded software, data, services, websites, or products ("**Non-Microsoft Products**") available to Customer through use of a Trial Service (such as through a store or gallery or other integration). Customer is solely responsible for its dealings with third parties (including advertisers). Customer's use of Non-Microsoft Products may be subject to the third party's terms and conditions. If Customer installs or uses any Non-Microsoft Product with a Trial Service,

Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in this Agreement. Microsoft assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product it installs or uses with a Trial Service.

9. NO WARRANTIES; LIMITATION OF LIABILITY

9.1 NO WARRANTIES. MICROSOFT, AND ITS AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, OR CONDITIONS WITH RESPECT TO CUSTOMER'S USE OF ANY TRIAL SERVICE. CUSTOMER UNDERSTANDS THAT USE OF THE TRIAL SERVICE IS AT CUSTOMER'S OWN RISK AND MICROSOFT PROVIDES EACH TRIAL SERVICE ON AN "AS IS" BASIS, "WITH ALL FAULTS" AND "AS AVAILABLE". MICROSOFT DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE TRIAL SERVICE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. CUSTOMER MAY HAVE CERTAIN RIGHTS UNDER APPLICABLE LAW THAT CANNOT BE VARIED BY THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT, OR TRY TO AFFECT, THOSE RIGHTS TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT. CUSTOMER ACKNOWLEDGES THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. MICROSOFT DOES NOT GUARANTEE THE TRIAL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CUSTOMER DATA LOSS WILL NOT OCCUR.

9.2 Limitation of Liability. If Microsoft breaches this Agreement, or if Customer has any basis for recovering damages despite this Agreement's limitations, Customer's exclusive remedy is to recover, from Microsoft or its affiliates, suppliers, resellers, distributors, and vendors, direct damages up to USD\$10.00 in the aggregate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, CUSTOMER CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES.** These limitations and exclusions apply even if this remedy does not fully compensate Customer for any losses, or fails of its essential purpose, or if Microsoft knew or should have known about the possibility of the damages. To the maximum extent permitted by applicable law, these limitations and exclusions apply to anything related to this Agreement such as: **(A)** loss of Customer Data; **(B)** any virus affecting Customer's use of any Trial Service; **(C)** delays or failures in starting or completing transmissions or transactions; **(D)** claims for breach of contract, warranty, guarantee, or condition; **(E)** strict liability, negligence, misrepresentation, omission, trespass, or other tort; **(F)** violation of statute or regulation; or **(G)** unjust enrichment. **Some or all of these limitations or exclusions may not apply to Customer if Customer's state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.**

9.3 Geographic Limitations. THE TRIAL SERVICE MAY BE MADE AVAILABLE FOR USE ONLY IN CERTAIN GEOGRAPHIES AND FOR USE ONLY BY CERTAIN CLASSES OF ORGANIZATIONS, AS AND TO THE EXTENT SPECIFIED IN THE APPLICABLE TRIAL SERVICE SPECIFIC TERMS. IF CUSTOMER IS SIGNING UP FOR THE TRIAL SERVICE FROM A GEOGRAPHY THAT IS NOT INCLUDED, OR IF ITS ORGANIZATION IS NOT OF THE CLASS SPECIFIED, IN THE APPLICABLE TRIAL SERVICE SPECIFIC TERMS: (A) CUSTOMER IS INELIGIBLE TO ACCESS OR USE THE TRIAL SERVICE; AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 9.1, CUSTOMER'S ACCESS AND USE OF THE TRIAL SERVICE IS SOLELY AT CUSTOMER'S OWN RISK (INCLUDING FOR COMPLIANCE WITH APPLICABLE LAWS). IF THE TRIAL SERVICE SPECIFIC TERMS DO NOT INCLUDE ANY GEOGRAPHIC LIMITATIONS, OR LIMITATIONS ON THE CLASS OF ORGANIZATIONS ELIGIBLE TO ACCESS AND USE THE TRIAL SERVICE, THERE ARE NO SUCH LIMITATIONS.

10. BINDING ARBITRATION AND CLASS ACTION WAIVER IF CUSTOMER LIVES (OR IS AN ENTITY WITH ITS PRINCIPAL PLACE OF BUSINESS OR PRIMARY LOCATION) IN THE UNITED STATES

This Section applies if Customer lives in (or, if an entity, your principal place of business or primary location is in) the United States. If Customer and Microsoft have a dispute, Customer and Microsoft agree to try for 60 days to resolve it informally. If Customer and Microsoft can't, Customer and Microsoft agree to **binding individual arbitration before the American Arbitration Association** under the Federal Arbitration Act ("FAA"), and **not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide. **Class action lawsuits, class-wide arbitrations, private attorney-general actions**, and any other proceeding where someone acts in a representative capacity **are not allowed**; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <http://aka.ms/arb-agreement-1>. Customer and Microsoft agree to these terms.

11. CUSTOMER'S DUTY TO PROTECT MICROSOFT

11.1 Indemnity. Customer will indemnify, pay the defense costs of, and hold harmless Microsoft and its affiliates, and its and their respective successors, officers, directors, and employees, from and against any and all unaffiliated third-party claims, demands, costs, liabilities, judgments, losses, expenses, and damages (including attorneys' fees) arising out of, in connection with, or related to: **(A)** Customer's or Customer's personnel's use of a Trial Service in breach of this Agreement; **(B)** Customer's or Customer's personnel's use of a Trial Service in a production or "live operating" environment; or **(C)** anything not provided by Microsoft or its affiliates that Customer or Customer's personnel elect to use with a Trial Service (including any data, software, or services), including any claim that any such materials or information, in whole or in part, misappropriate any trade secret or infringe or otherwise violate any copyright, patent, trademark, or other legal right of any third party (collectively "**Customer-indemnified Claims**").

11.2 Procedure. Microsoft will: **(Y)** notify Customer in writing of any Customer-indemnified Claims and permit Customer, through competent counsel Customer chooses (in consultation with Microsoft), to answer and defend such Customer-indemnified Claims; and **(Z)** provide the entity defending such Customer-indemnified Claims information, assistance, and authority, at Customer's reasonable request and expense, to help such defense. 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 Customer-indemnified 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 Customer-indemnified Claims, Customer will not disclose settlement terms without Microsoft's written permission.

12. MISCELLANEOUS

12.1 Applicable Law and Place to Resolve Disputes. If Customer acquired access to the applicable Trial Service or Software in the United States or Canada, the laws of the state or province where Customer lives (or, if Customer is an entity, where Customer's principal place of business or Customer's primary location is) govern the interpretation of this Agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If Customer acquired access to a Trial Service or the Software in any other country, its laws apply, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, Customer and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not,

Customer and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).

12.2 Digital Rights Management. If Customer accesses material protected with digital rights management (“**DRM**”), the DRM software may automatically request media usage rights from a rights server online and download and install DRM updates so that Customer can play the material.

12.3 Survival. This section and Sections 4.4, 9, 10, 11, 12.1, 12.5, 12.6, and those that by their terms apply after it ends, will survive any termination of this Agreement.

12.4 Assignment and Transfer. Microsoft may assign this Agreement, in whole or in part, at any time without notice to Customer. Customer may not assign this Agreement or transfer any rights to use any Trial Service.

12.5 Electronic Notices. Microsoft may provide Customer with information and notices about a Trial Service or the Software electronically, including via email, through the portal for a Trial Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft. Customer’s access and use of a Trial Service or the Software operates as Customer’s consent to these practices.

12.6 Contract Interpretation. This Agreement is the entire agreement between Customer and Microsoft for Customer’s use of any Trial Service. It supersedes any prior agreements between Customer and Microsoft regarding this subject. All parts of this Agreement apply to the maximum extent permitted by applicable law. If a court or arbitrator holds that part of this Agreement is illegal or unenforceable as written, that part will be deemed replaced with similar terms to the extent enforceable, but the rest of this Agreement will not change. Captions are intended solely for convenience and will not affect the meaning of this Agreement. Unless stated, or context requires otherwise: **(A)** “written” or “in writing” means a non-electronic document only, manually signed by authorized representatives of the writing party(ies); **(B)** all internal references are to this Agreement and its parties; **(C)** “days” means “calendar days”; **(D)** “may” means that the applicable party has a right, but not a concomitant duty; **(E)** a party’s choices related to this Agreement are in its sole discretion, subject to any implied duty of good faith; and **(F)** lists of examples following “including”, “such as”, or “e.g.” are not exhaustive (i.e., are interpreted to include “without limitation”), unless qualified by words such as “only” or “solely.” This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favor either party. This Agreement has been executed in English, which will be the sole and controlling language used in interpreting or construing its meaning (except if otherwise required by applicable law). Solely for purposes of Sections 9, 10, 11.5, and 12, each Trial Service is deemed to include Other Microsoft Products, Non-Microsoft Products, any software, and anything else provided by Microsoft to Customer under or in relation to this Agreement.

12.7 No Third-Party Beneficiaries. this Agreement is solely for Customer’s and Microsoft’s benefit. It isn’t for the benefit of any other person, except for Microsoft’s successors and assigns.

12.8 Government Employees. This Section 12.8 applies if Customer is employed by a governmental entity. Microsoft waives any and all entitlement to compensation from Customer for any Trial Service or Software provided pursuant to this Agreement. Microsoft intends that the terms for any Trial Service and Software be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that any Trial Service or Software and its deliverables provided are for the sole benefit and use of Customer and are not provided for personal use or benefit of any individual government employee.

12.9 Font Components. While accessing a Trial Service, Customer may use its fonts to display and print content. Customer may temporarily download the fonts to a printer or other output device to print content, and Customer may embed fonts in content only as permitted by the embedding restrictions in the fonts.

12.10 No Support. Microsoft is not obligated to provide any support for any Trial Service or Software. If Microsoft elects to do so, it is provided “as is”, “with all faults”, and without warranty. Microsoft may cease providing any such support at any time, without notice, and such support will end automatically on the earlier of the date the applicable Trial Period or this Agreement ends.

12.11 Export Restrictions. Customer must comply with all domestic and international export laws and regulations that apply to any software or the Trial Service, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.

12.12 Reservation of Rights. Microsoft or its suppliers own any and all rights, title, and interest in any copyright and other intellectual property rights in each Trial Service (which are deemed to exclude Customer’s Customer Data). Microsoft and the names, logos, and icons of all Microsoft products, software, and services may be either trademarks or registered trademarks of Microsoft in the United States or other countries. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in this Agreement are reserved.

12.13 Competitive Benchmarking. If Customer is a direct competitor, and Customer accesses or uses any Trial Service or Software for purposes of competitive benchmarking, analysis, or intelligence gathering, Customer waives, as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively), any competitive use, access, and benchmarking test restrictions in the terms governing Customer’s software, services, and other technologies to the extent Customer’s terms of use are, or purport to be, more restrictive than Microsoft’s terms. If Customer does not waive any such purported restrictions in the terms governing its software, services, and other technologies, it is not allowed to access or use any Trial Service or Software, and will not do so.

Part II. TRIAL SERVICE SPECIFIC TERMS

Any additional legal terms that apply to Customer’s use of a specific Trial Service (the “**Trial Service Specific Terms**”) are set forth in this Part II. If a particular Trial Service links to this Agreement and it is not listed in the Trial Service Specific Terms, it does not have any Trial Service Specific Terms. For avoidance of doubt, different Trial Service Specific Terms may be applicable to Customer or its personnel at different times, and multiple Trial Service Specific Terms may be applicable at one time, all depending on which Trial Periods are in effect for which Trial Services at any given time.

Trial Service Specific Terms for Microsoft Dynamics 365 for Financials

These terms supplement the applicable terms in Part I above.

1. Trial Period. Customer may use this Trial Service from when Customer is first given access to it: **(A)** solely with demonstration data provided by Microsoft, until the Agreement or Customer’s right to access this Trial Service is terminated; and **(B)** with “live” or production Customer Data, for 30 days after Customer first uses this Trial Service with such Customer Data. The foregoing period is, collectively, the “**Trial Period**”. If the Trial Period in the foregoing clause (B) expires and Customer has not entered into a commercial subscription agreement for the Dynamics 365 for Financials service with a third-party Microsoft cloud service provider that will offer and support such commercial version, then Customer must

immediately stop using the Trial Service (or any successor service) with such “live” or production Customer Data. Customer may, however, continue to use the Trial Service under the foregoing clause (A), solely with such demonstration data.

2. Exporting Customer Data. If Customer has included “live” or production Customer Data in this Trial Service, and Customer elects not to purchase a subscription to the Dynamics 365 for Financials service before expiration of the Trial Period for this Trial Service: **(A)** Microsoft has no obligation to return Customer Data to Customer; **(B)** Microsoft will retain such Customer Data for at least 90 days after the expiration of the Trial Period; and **(C)** Microsoft will make commercially reasonable efforts to work with Customer to export such Customer Data.

Trial Service Specific Terms for Microsoft Dynamics 365 for Operations

These terms supplement the applicable terms in Part I above.

1. Trial Period. Subject to Section 2, Customer may use this Trial Service for a period of 30 days from the date when Customer is first given access to it, solely with demonstration data provided by Microsoft, until the Agreement or Customer’s right to access this Trial Service is terminated.

2. Termination. Without limiting the generality of Section 5.2 of Part I, Microsoft may terminate Customer’s access to this Trial Service at any time if Customer fails to access and actively use this Trial Service for any period of 7 consecutive days.