TERMS OF USE FOR A VIRTUAL MACHINE ENVIRONMENT

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As described below, using some features also operate as your consent to the transmission of certain standard computer information for data collection.

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1. DEFINITIONS.

a. "Virtual Machine" means an operating system running on a hypervisor on a host machine (shared by several operating system instances) made available by Microsoft for use in Microsoft Azure and in which the software and other Microsoft applications are pre-installed.

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 - **ii.** design, develop, install, and test applications created by you (or on your behalf) ("your applications") for the software;
 - iii. demonstrate and evaluate your applications for the software; and
 - iv. perform any of the rights granted under clause (i) through (iii) of this Section 2.a.

You may not use (i) your applications in conjunction with the Virtual Machine or (ii) the software or any component or application in the Virtual Machine in a live operating or production environment.

- **b.** License Keys. You may be permitted to access certain retail features or functionality in the software enabled by a license key ("License Key") that Microsoft includes in the Virtual Machine. You may use the License Key, but only:
 - (i) internally within, and for running, your organization's business operations, and
 - (ii) on your organization's device(s) on which the Microsoft Dynamics Modern Point of Sale (MPOS) application is installed.

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(y) modify the copies of any Distributable Code found in the "RetailSDK" folder (but not any files found in the "References" folder) of the software, and combine any modified Distributable Code with your applications to develop a unified solution; and

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 - ii. require distributors and external end users to agree to terms that protect it and Microsoft at least as much as this agreement; and
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- **8. SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.

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- (a) **Operating System.** The Windows Server operating system may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
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