

Microsoft SPLA- End User License Terms (MS SPLA)

For ALL Microsoft Services and Products – Revised 05/01/2022

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The parties further agree as follows:

Definitions

For the purpose of this MS SPLA, the following definitions will apply.

- **"Client Software"** means software that allows a Device to access or utilize the Services or functionality provided by the Server Software.
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In connection with the Services provided to you by Provider, you may have access to certain "sample", "redistributable" and/or software development "SDK" software code and tools (individually and collectively "Redistribution Software")/ **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICE PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO PROVIDER, WHICH TERMS MUST BE PROVIDED TO CLIENT BY PROVIDER.** Microsoft does not permit Client to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Provider.

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Disclosure of Information

Client hereby consents to Provider to provide information regarding Clint's Account to Microsoft to the extent it is required to do so under the terms of its license agreement with Microsoft.

Liability for Breach

In addition to any liability Client may have to Provider, Client agrees that Client will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

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