

## TERMS OF SERVICE

### For Microsoft Office Live Meeting Service and Software

This Agreement is between Microsoft Corporation or, if applicable based on your location, one of its affiliates (“**Microsoft**,” “**we**,” “**us**”) and you (the “**Customer**,” “**you**”).

You agree to be bound by these Terms of Service (the “**Agreement**”) by installing, copying, or otherwise using the Software, or accessing or using the Services. Please read the Agreement carefully before installing, accessing, or otherwise using the Software or Services. Please maintain a copy for your records.

**1. Definitions.** All capitalized terms defined in this Agreement have the meanings set forth herein.

“**affiliates**” means any legal entity that we own, which owns us, or which is under common ownership with us. “**Ownership**” means, for the purposes of this definition, more than 50% ownership.

“**Affiliated Entities**” means Microsoft and any licensors and suppliers providing any part of the Software and/or Services; and all subsidiaries, affiliates, officers, employees, consultants, and agents of any of the foregoing.

“**Content**” means all data, text, images, sounds, computer programs, and any other information, including without limitation everything that is uploaded by or for you in connection with your use of the Services including without limitation photographs, caricatures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips.

“**Customer**” means the individual or legal entity purchasing or opening an account for Microsoft Office Live Meeting services under this Agreement.

“**Services**” means the Microsoft Office Live Meeting services acquired by a Customer as described in the applicable order for such services accepted by Microsoft and placed with Microsoft directly or via an authorized reseller.

“**Site**” means [www.livemeeting.com](http://www.livemeeting.com) or any successor or parallel web site.

“**Software**” means the software and all associated documentation and other materials provided to you by Microsoft for accessing the Services.

“**Term**” means the duration of this Agreement commencing with the earliest of the date: (i) that Microsoft accepts your order for Services, or (ii) that you first access or use the Services, or (iii) that you install the Software, and continuing until the end of the applicable Services period as designated by Microsoft, subject to earlier termination in accordance with this Agreement.

“**User**” means the individual accessing or using the Microsoft Office Live Meeting services or installing the Software.

**2. Software License.** Subject to your compliance with the terms and conditions of this Agreement, Microsoft hereby grants you a worldwide, non-exclusive license during the Term: (i) to install the Software (in object code and executable code format only), and (ii) to use such Software (as installed) solely for the purpose of accessing and using the Services.

**3. Access to Services; Suspension and Termination.** Subject to your compliance with the terms and conditions of this Agreement, Microsoft grants to you a non-exclusive, revocable right to access and use the Services during the Term. Microsoft reserves the right to temporarily suspend or discontinue without notice a Live Meeting session at any time should such action be required to avoid an imminent threat of material harm to Microsoft or anyone else. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in material breach of any warranty, term, condition, or covenant of this Agreement and such party fails to cure that breach within thirty (30) days after written notice thereof. Upon any cancellation or expiration of this Agreement, your access and other rights to the Services will be cancelled and cease. You are prohibited from reselling or acting as a service bureau for the Services or any component thereof.

**4. Ownership of Software, Services, and Marks.** The Software and Services are licensed, not sold, solely for use under the terms of this Agreement. Except as specifically set forth herein, Microsoft and the other Affiliated Entities retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Software and Services, including without limitation all technology, software, and copies relating to the Software and Services. All graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, the “**Marks**”) relating to the Software and Services are the trademarks of Microsoft or the other Affiliated Entities. You are prohibited from using any Marks without the prior written permission of Microsoft or the applicable Affiliated Entities. Microsoft reserves all rights not expressly granted in this Agreement.

**5. Restrictions.** You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Software or Services. Unless expressly set forth herein, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings.

**6. Scheduled Downtime; No Training or Technical Support.** The regularly scheduled maintenance hours for the Site are dependent on data center location. The current scheduled maintenance hours are 10:00 a.m. – 4:00 p.m. (PST) every Friday for Asia, and 6:00 p.m. Friday to 12:00 a.m. Saturday (PST) for all other data center locations. During that time the Services are not available for use.

**7. Electronic Communications.** The Services and Software are conducted and provided electronically and you agree that Microsoft may communicate with you for matters relating to the Services and Software, including educational information and notifications regarding product updates and ways to more efficiently use the Service.

**8. Updates; Applicable Terms and Authorization for Auto Updates.** Microsoft may, in its sole discretion, provide, and this Agreement applies to, all updates, supplements, add-on components, features, or other functionality, including without limitation increases, decreases, and alterations of functionality, features, storage, security, availability, content, and other information relating to the Software or Services (collectively, “**Updates**”) that Microsoft may provide or make available generally to its customers after the date that Services commence, subject to any additional terms and conditions provided by Microsoft applicable to such Updates. You hereby authorize Microsoft to, and agree that Microsoft may, automatically and in good faith transmit, access, install, and otherwise provide Updates to the computer or other device that utilizes the Software or accesses the Services (“**Device**”) without further notice or need for consent. You also agree that Microsoft may obtain information from the Device reasonably necessary to provide the Services. Microsoft has no obligation to, and nothing in this Agreement may be construed to require Microsoft to, create, provide, or install Updates.

**9. Privacy Statement.** The Microsoft Office Live Meeting Privacy Statement can be accessed at the Site via ([http://r.office.microsoft.com/r/rlidLiveMeeting?p1=12&p2=en\\_us&p3=HA102338881033](http://r.office.microsoft.com/r/rlidLiveMeeting?p1=12&p2=en_us&p3=HA102338881033)) (“**Privacy Statement**”). You hereby acknowledge that you have accessed and read the Privacy Statement and that it is a part of this Agreement. Personal information collected on the Site by Microsoft in connection with this Agreement may be stored and processed in the United States or any other country in which Microsoft or its affiliates, subsidiaries, or agents maintain facilities, and you consent to any such transfer of information outside of your country. You consent for Microsoft to receive, share, and transfer personal information arising from your use of the Software and/or Services with telecommunications carriers or other providers used in conjunction with the Software and/or Services. Microsoft abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union.

**10. NOTICE REGARDING RECORDING AND PRIVACY FEATURES.** THE SOFTWARE AND/OR SERVICES MAY ALLOW YOU TO RECORD MEETINGS AND TO COLLECT AND UTILIZE IDENTIFYING INFORMATION ABOUT SERVICE PARTICIPANTS, including but not limited to, a name that is displayed, transmitted, processed, or stored as part of a meeting or meeting record. THE LAWS OF SOME JURISDICTIONS REQUIRE NOTICE TO OR THE CONSENT OF INDIVIDUALS PRIOR TO INTERCEPTING, MONITORING AND/OR RECORDING THEIR COMMUNICATIONS AND/OR RESTRICT COLLECTION, STORAGE, AND USE OF PERSONALLY IDENTIFYING INFORMATION. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Software and/or Services and/or features such as the recording feature.

**11. You Retain Ownership of Content.** Microsoft does not claim ownership of any Content. You hereby grant to Microsoft a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, and display Content solely for the purpose of providing the Services. Except as licensed in this Agreement, as between you and Microsoft, you retain all right, title, and interest in and to the Content.

**12. Limited Purpose Access to Content.** You acknowledge that the Services are provided by automated means (e.g., uploading Content via the applicable software tools) and that Microsoft personnel will not access, view, or listen to any Content, except as permitted under the Privacy Statement or as otherwise necessary to perform the Services, including but not limited to the following: (i) if during a Services interruption as necessary to restore the applicable Content at your request; (ii) if you have requested that Microsoft serve as host, producer, moderator, or facilitator for any meeting, presentation, or event as part of the Services; or (iii) as deemed necessary or advisable by Microsoft in good faith to conform to legal requirements or comply with legal process. If you are authorized to access or use any recordings or Content, you agree that you will only download, use, and/or display copies of any recordings (e.g., of Content) made during use of the Services for internal business purposes. You are not authorized to download or use such recordings or Content for the benefit of any third party or to sell access to or otherwise commercialize any such recording.

**13. Representations and Warranties About Content.** You represent, warrant and covenant that you: (i) are the owner or authorized licensee of any and all Content and have the right to grant the license set forth in Section 12; and (ii) will not publish, post,

upload, record, or otherwise distribute or transmit Content that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (c) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or otherwise pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; (f) is materially false, misleading, or inaccurate; (g) contains information for which you do not have the right to permit Microsoft to collect and process as set forth in the Privacy Statement.

**14. Submissions.** You may submit questions or comments to Microsoft from time to time at e.g., [http://main.livemeeting.com/about\\_us/contact\\_us.cfm](http://main.livemeeting.com/about_us/contact_us.cfm). Microsoft reserves the right to edit and post such questions or comments along with answers, if any. All such communications, comments, feedback, suggestions, ideas, and other submissions related to the Software and/or Services submitted to Microsoft (collectively, “**Submissions**”) will be and remain Microsoft's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Submissions are hereby assigned (and in the future deemed to be assigned) by you to Microsoft.

**15. Confidentiality.** Both parties agree to hold in strictest confidence and not to use or disclose to any third party, any information designated by the other party as confidential or proprietary or which by the nature of such information would reasonably be considered confidential or proprietary, including without limitation passwords or access keys to the Services. You agree that all use of your passwords and access keys to the Services will be attributed to you, even if you did not actually authorize the use, including uses that incur additional fees. Each of us will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

**16. Links to Third Party Sites.** Links within the Site may let you leave the Site and visit web sites that are not controlled by Microsoft. Neither Microsoft nor any of the other Affiliated Entities is responsible for any content of any such linked web site. Links are provided only as a convenience and do not imply any endorsement by Microsoft or any of the Affiliated Entities.

**17. Compliance with Applicable Law.** You agree (i) not to use the Software or Services for any illegal purposes and (ii) to comply with all applicable local, state, national, and international laws and regulations, including without limitation laws relating to intercepting, monitoring and/or recording communications, privacy, and data protection and public displays or performances, and United States export laws and regulations regarding the transmission of technical data exported from the United States through the Software and/or the Services. You further agree that neither this Agreement nor any other right or remedy of Microsoft requires Microsoft or any of the Affiliated Entities to exercise any right or remedy in order to benefit or protect anyone, although Microsoft reserves the right to do so in its sole discretion.

**18. Use Restrictions.** You agree not to:

(i) use the Services in connection with chain letters, junk mail, surveys, contests, pyramid schemes, spamming or any duplicative or unsolicited messages, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise);

(ii) harvest or otherwise collect information about others, including e-mail addresses, without their express consent;

(iii) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Microsoft's users or other user or usage information or any portion thereof other than in the context of use of the Services as permitted under the Agreement;

(iv) interfere with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the Site or Services or any networks connected to the Services;

(v) attempt to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services, through password mining or any other means;

(vi) rent, lease, grant a security interest in, or otherwise transfer any rights to use the Services under this Agreement;

(vii) reverse-engineer, modify, decompile, disassemble, translate, or otherwise attempt to derive or view source code from any part of the Software or the Services;

(viii) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(ix) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;

(x) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar information that may damage the operation of another's computer or property or information; and

(xi) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded.

#### **19. Indemnity.**

**(a) Microsoft's Defense of Claims.** Microsoft will defend you against any claims made by an unaffiliated third party that the Services or Software infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents)..

You must notify Microsoft promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide Microsoft with reasonable assistance in defending the claim, and Microsoft will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license or service agreement governed by the laws of any jurisdiction outside the United States, in which "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the TRIPs agreement.

Microsoft's obligations will not apply to the extent that the claim or adverse final judgment is based on (i) specifications you provide to Microsoft for the Services or Software; (ii) code or materials provided by you as part of Services or Software; (iii) your running of the Services or Software after Microsoft notifies you to discontinue running due to such a claim; (iv) your combining the Services or Software with a non-Microsoft product, data or business process; (v) damages attributable to the value of the use of a non-Microsoft product, data or business process; (vi) your altering the Services or Software; (vii) your distribution of the Services or Software to, or its use for the benefit of, any third party; (viii) your use of Microsoft's trademark(s) without express written consent to do so; or (ix) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or Microsoft's affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse Microsoft for any costs or damages that result from these actions.

If Microsoft receives information concerning an infringement claim related to the Services or Software, Microsoft may, at Microsoft's expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing Services or Software, or (ii) modify the Services or Software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing Services or Software immediately. If, as a result of an infringement claim, your use of Services or Software is enjoined by a court of competent jurisdiction, Microsoft will, at Microsoft's option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for and, as applicable to certain Services or Software, your ownership rights in, the infringing Services or Software.

If any other type of third party claim is brought against you regarding Microsoft's intellectual property, you must notify Microsoft promptly in writing. Microsoft may, at Microsoft's option, choose to treat these claims as being covered by this section. This section provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

**(b) Customer.** You agree to defend, indemnify, and hold harmless each of the Affiliated Entities from and against any and all claims and liabilities (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) made by any third party related to or arising from: (i) your use of the Software or Services (including without limitation, any person accessing the Services using your password or access key or by your invitation), (ii) any actual or alleged violation of this Agreement or applicable law, or (iii) any actual or alleged infringement or violation (by you or any person accessing the Services using your password or access key or by your invitation) of any intellectual property or privacy or other right of any person or entity.

**20. DISCLAIMER OF WARRANTIES.** ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY.

EACH OF THE AFFILIATED ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF SYSTEM INTEGRATION OR COMPATIBILITY, OF WORKMANLIKE EFFORT, OR OF NON-NEGLIGENT PERFORMANCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT: THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, RELIABLE, AVAILABLE AT ANY PARTICULAR TIME, SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SOFTWARE OR SERVICES, ANY CONTENT, SYSTEMS, SERVERS, AND INFORMATION THAT IS IN OR UTILIZED BY THE SOFTWARE AND/OR SERVICES WILL BE FREE OF HARMFUL ASPECTS. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH ANYONE'S ENJOYMENT OF THE SOFTWARE OR SERVICES OR AGAINST INFRINGEMENT.

**21. NO LIABILITY FOR CONTENT.** YOU AGREE THAT NONE OF THE AFFILIATED ENTITIES (as defined above) WILL BE LIABLE FOR: ANY CONTENT, INCLUDING BUT NOT LIMITED TO CONTENT THAT IS SENT, RECEIVED, HELD, RELEASED OR OTHERWISE CONNECTED IN ANY RESPECT TO THE SOFTWARE OR SERVICES; CONTENT THAT IS SENT BUT NOT RECEIVED; ANY ACCESS TO OR ALTERATION OF CONTENT; ANY CONTENT SENT USING AND/OR INCLUDED IN THE SERVICES, INCLUDING WITHOUT LIMITATION ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT; THE CONDUCT OF ANYONE; OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING PRIVACY, INTELLECTUAL PROPERTY, OR DATA PROTECTION RIGHTS.

**22. EXCLUSION OF CERTAIN DAMAGES.** YOU AGREE THAT THE FOLLOWING DAMAGES ARE EXCLUDED AND THAT YOU WILL NOT BE ENTITLED TO ANY OF THEM: ALL SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION; AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER OTHER THAN THE "DIRECT DAMAGES" DESCRIBED IN SECTION 23 BELOW. THE FOREGOING DAMAGES WILL BE EXCLUDED EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, AND/OR BREACH OF CONTRACT OF MICROSOFT OR ANY OF THE OTHER AFFILIATED ENTITIES, AND EVEN IF MICROSOFT OR ANY OF THE AFFILIATED ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THESE EXCLUSIONS AND THE BELOW LIMITATION ON LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**23. LIMITATION ON LIABILITY.** EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE SERVICES DURING THE TERM OF THE SERVICES (E.G., QUARTERLY OR MONTHLY) IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE DOLLAR (US\$1.00). THE DAMAGES LIMITATION AMOUNT SET FORTH IN THIS SECTION SHALL NOT APPLY TO SECTION 19 (INDEMNITY).

**24. Survivability.** Sections 1, 3 (to the extent of any limitations on your rights), and 4-30 will survive any cancellation, termination, expiration, or suspension of this Agreement.

**25. Governing Law; Exclusive Forum; Jurisdiction.** This Agreement and all causes of action related to the Software or Services entered into with any affiliate of ours located outside of Europe will be governed by and construed in accordance with the laws of the state of Washington, USA and the federal laws of the United States. This Agreement and all causes of action related to the Software or Services entered into with any affiliate of ours located in Europe will be governed by and construed in accordance with the laws of Ireland. Unless otherwise agreed in writing, the terms of any services agreement will be governed by the laws of the jurisdiction where our affiliate delivering the services is organized. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license or service agreement entered into with any affiliate of ours under this agreement.

**26. Miscellaneous.** If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of the Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Microsoft's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless agreed to by Microsoft in a non-electronic writing manually signed by a duly authorized officer of Microsoft.

**27. Force Majeure.** The Affiliated Entities will not be liable for non-performance or delay in performance caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any act of God.

**28. Third Party Beneficiaries; Assignment.** The Affiliated Entities are third party beneficiaries to this Agreement. However, there are no other third party beneficiaries. No party may assign this Agreement, or any rights or obligations hereunder, whether by contract, operation of law, or otherwise without the express written consent of the other party to the Agreement, except that Microsoft may assign this Agreement to one (1) or more of the Affiliated Entities without your prior consent.

**29. Export Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software and Services. Without limiting the foregoing, you acknowledge that the Software and Services are or may be an "encryption item" subject to controls under the Export Administration

Regulations promulgated by the U.S. Department of Commerce. You agree not to export or re-export the Software or Services in any form in violation of the export laws of the United States or any foreign jurisdiction. You will defend, indemnify, and hold the Affiliated Entities harmless from and against any violation of such laws or regulations.

**30. Entire Agreement.** The Agreement (including the Privacy Statement and any related consents provided by or disclosures provided to you in connection with the Software or Services) constitutes the entire agreement between Microsoft and you with respect to the Software and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between Microsoft and you regarding them. You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to Microsoft, will have no effect and that this Agreement is the only contract between Microsoft and you regarding the Software and Services and may only be amended as set forth herein. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Microsoft's performance of this Agreement (including the Privacy Statement) is subject to existing laws and legal process, and you agree that Microsoft may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement or that statement. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.