

Service Specific Terms & Conditions for the Provision of Cloud and/or Managed IT Services

1.0 Application of Terms

These Service Specific Terms and Conditions apply only in the case where NTE Limited has provided Cloud and/or Managed IT Services to the Client and are entered into pursuant to the Standard Terms and Conditions, Fair and Acceptable Usage Policy and Data Processing Addendum, which are hereby incorporated by this reference and together form the **Contract**, for avoidance of doubt, clauses defined in these Service Specific Terms and Conditions shall take precedence over our Standard Terms and Conditions in respect of this document.

2.0 Service overview

2.1. Cloud Services provides hosting within a cloud-based environment which may include software applications for which the Client holds valid licences, as well as the Client Data. Managed IT Service means the Company's managed IT service provision as described in the Specification included in and/or attached to the Order Form.

3.0 Definitions

In these Conditions the following words and expressions shall have the following meanings:

Acceptance Date: has the meaning given in clause 4.4.3.

Assets: means any Software or other assets used by Company exclusively for the delivery of the Managed IT Service to the Client.

Assumed Contracts: contracts which the Company identifies as part of the Set-up Service and which will be subject to the obligations of clause 4.5.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Cloud Services Conditions: the conditions for the supply of Cloud Services set out in Schedule 1.

Cloud Services: hosting within a cloud-based environment and any software applications for which the Client holds valid licences, as well as the Client Data.

Client Information: means, in relation to Managed IT Service, any information which is provided by the Client to the Company as part of Client's use of the Managed IT Service, including any information derived from such information, and in relation to Cloud Services means the data input by the Client or the Company on the Client's behalf for the purpose of using the Cloud Services or facilitating the Client's use of the Cloud Services.

Error: non-conformance of the Managed IT Service to the Specification, as further described in clause 4.2.

Implementation Phase: means the period of 90 days following the Order being signed by the Client and the Company being granted all required access to the Client's systems, data, software and information.

Managed IT Service: means the Company's Managed IT service described in the Specification included in and/or attached to the Order Form.

Service Level Arrangement: any service level arrangements for the Managed IT Service referred to or set out in the Order Form.

Set-up Service: means any due diligence, configuration, and related work to be performed by the Company to set up the Managed IT Service or the Cloud Services.

Set up Service Fee: means the fees for the Set-up Services as set out in the Order Form.

Software: means any software used by Company exclusively to provide the Services to the Client and either provided by the Client (whether third party software licensed to the Client or software in which the Client owns the Intellectual Property rights) (Client Software) or provided by the Company (Company Software).

Specification: means the specification for the Managed IT Service included in and/or attached to the Order Form.

4.0 Managed IT Service delivery and configuration

- 4.1 The Company shall perform the Set-up Services in accordance with any timetable set out in the Specification, provided that performance dates set out in the Order Form and/or Specification shall be estimates only, and time shall not be of the essence of the Contract.
- 4.2 When the Company considers that the Managed IT Service is ready for activation, they shall notify the Client. Within 5 Business Days of such notification the Client shall review the operation of the Managed IT Service to confirm that it functions in material conformance with the Specification. If the Managed IT Service fails in any material respect to conform to the Specification, the Client shall write to the Company within the 5-day review period and provide a detailed description of any such non-conformance ("**Error**").
- 4.3 The Company shall use reasonable efforts to correct any Error within a reasonable time and, on completion, re-submit the Managed IT Service to the Client. If the Company is unable to correct the Error within 30 Business Days, either party may terminate the Contract without further liability to the other. Where the Client elects to terminate pursuant to this clause, the Company reserves the right to make a charge to cover all reasonable costs incurred in performance of services to date or arising from such cancellation or modification.
- 4.4 If:
 - 4.4.1 the Client does not provide any written comments in the initial review period described in clause 4.2 above; or
 - 4.4.2 the Managed IT Service conforms with the Specification, including any changes

to the Specification agreed in writing during the course of the service delivery; or
4.4.3 if the Client fails to, or delays the provision of any deliverables set out in the Specification, or fails to meet any other of its requirements under the Specification or the Contract, and such failure causes the Set-up Services to run for a period of more than 90 days from the date of the Contract;

then in each case the Managed IT Service shall be deemed accepted, in respect of acceptance pursuant to clause 4.4.1 and as from the date of the notification by the Company pursuant to clause 4.2, and in respect of acceptance pursuant to clause 4.4.3, with effect from the end of the period of 90 days from the date of the Contract ("**Acceptance Date**").

4.5 To the extent that the provision of Services requires the Client to transfer Assets and/or Assumed Contracts to the Company, the parties will enter into a separate agreement in this regard, and for the avoidance of doubt the Company shall not take on any responsibility or liability for Assets or Assumed Contracts in the absence of such written agreement.

4.6 Subject to termination or expiry of the Contract in accordance with its terms, the Company shall provide the Managed IT Service as from the Acceptance Date. The Service Level Arrangements (if any, which shall be included with the Order Form) shall apply with effect from the start of the first complete calendar month occurring at least 30 days after the Acceptance Date.

5.0 Provision of Cloud Services

5.1 Where the Order Form contains a subscription to the Company's Cloud Services, the Cloud Services shall be provided from the Service Commencement Date, which means the earlier of the date the relevant Service is available for use by the Client; or the date the Client first uses the Services. Thereafter the Cloud Service Conditions – Schedule 1 will apply to such provision of Cloud Services. In the event of any discrepancy or difference between the provisions of these Terms and Conditions and the Cloud Services Conditions, the Cloud Services Conditions shall prevail.

6.0 Change control

6.1 If either party wishes to change the scope of the Services (including Client requests for additional services), it shall submit details of the requested change to the other in writing. The Company shall, within a reasonable time of such request, provide a written estimate to the Client of the likely time required to implement the change, any variations to the Fees arising from the change, the likely effect of the change on the Order Form, and any other impact of the change on the terms of the Contract and whether a variation need be recorded in writing. If the Company requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it. The Company is under no obligation to proceed with a change proposed by the Client.

7.0 Company's obligations

- 7.1 The Company warrants that the Managed IT Service will be performed with all reasonable skill and care and that it will be provided materially in accordance with the Specification. Notwithstanding the foregoing, the Company does not warrant that the Client's use of the Managed IT Service will be uninterrupted, secure or error free.
- 7.2 The warranty in clause 7.1 shall not apply to the extent of any non-conformance which is caused or contributed to by the Client in any way or by the Client's use of the Managed IT Service contrary to the Company's instructions.
- 7.3 If the Managed IT Service does not conform to the warranty in clause 7.1, the Company will, at its expense, use reasonable commercial efforts to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty in clause 7.1.
- 7.4 The Company may suspend the Services where it reasonably believes that the Services are being used (or will be used) in breach of the Contract, or where it believes such action is necessary to protect its network, other Clients or reputation or to comply with any legal or regulatory requirement.

8.0 Client's obligations

- 8.1 In addition to those obligations described in the Company's Standard Terms and Conditions, and Fair and Acceptable Usage Policy the Client shall:
 - 8.1.1 provide the Company with all information as may be required by the Company in order to provide the Managed IT Service, including Client Data, security access information and interfaces to the Client's other business applications, together with such personnel assistance as may be requested by the Company;
 - 8.1.2 comply with all applicable laws and regulatory requirements with respect to its activities under the Contract;
 - 8.1.3 take good care of the Company's Equipment to prevent damage or loss to such equipment arising from misuse by Client personnel in accordance with any applicable Company policy or instructions of the Company from time to time;
 - 8.1.4 maintain adequate policies of insurance which provide cover for the Company's Equipment when located at the Client's premises against the normal risks which the Client could reasonably be expected to insure against in respect of its own equipment;
 - 8.1.5 not store, distribute or transmit any material through the Managed IT Service that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually

explicit images; promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

8.1.6 take all reasonable precautions against unauthorised access to and loss of data and ensure that its data is backed up;

8.1.7 shall use all reasonable endeavours to procure that it and any necessary third party shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract; and

8.1.8 where applicable and appropriate, comply (and shall procure that any end users shall comply) at all times with the terms of any end user software licences as notified by the Company to the Client from time to time, including the terms of the end user licence agreement set out in Schedule 2 to these Conditions.

9.0 Software

9.1 The Client warrants that licence terms of each application within the Client Software permit the Company to use the Client Software to provide the Managed IT Service and that the use of the Company of the Client Software, the Client Data and any other materials or assets provided by the Client to the Company under the Contract will not infringe third party Intellectual Property rights or any other third party rights.

9.2 The Client hereby grants the Company a royalty-free licence or sub-licence (as appropriate), for the duration of the Contract to use the Client Software and any Client Data and other materials for the purpose of providing the Managed IT Service to the Client for the Term.

9.3 The Client shall fully indemnify and hold harmless the Company from and against all losses, damages, fines, accounts, costs (including all legal fees) and expenses incurred by or awarded against the Company as a result of, or in connection with, the breach by the Client of clause 9.1. Such indemnity shall not be subject to any of the exclusions or limitations of liability set out elsewhere in the Contract.

10.0 Client Data

10.1 The parties shall comply with the provisions of the Company's Data Processing Addendum.

10.2 In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for the Company to use reasonable commercial efforts to restore the lost or damaged Client Data from the latest backup of such Client Data maintained by the Company. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by the Client or by any third party (except those third parties subcontracted by the Company to perform services related to Client Data maintenance and back-up).

11.0 Termination

- 11.1 On termination of the Contract for any reason:
- 11.4.1 the Company shall immediately cease provision of the Managed IT Service but may provide transitional services for a further period subject to commercial terms being agreed between the parties for the provision of such services;
- 11.4.2 any Company Equipment located at the Client's premises or within the Client's possession at expiry or termination of the Contract shall be promptly returned by the Client to the Company (failing which the Company may enter the Client's premises to retrieve such Equipment), and the parties shall cooperate to make appropriate arrangements for the Company to uplift the Company Equipment, at the Company's cost;
- 11.4.3 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- 11.4.4 the Company may destroy or otherwise dispose of any of the Client Data in its possession unless the Company receives, no later than ten days after the effective date of the termination or expiry of the Contract, a written request for the delivery to the Client of the most recent backup of the Client Data. The Company shall use reasonable commercial efforts to deliver the backup to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Company in returning or disposing of Client Data.

12.0 Fault reporting and maintenance

- 12.1 The Client shall, without delay, report all faults relating to the Service to support@nte.works or the standard support telephone numbers provided with the Service. The Company shall notify the Client when any faults are resolved, and the Service is operating correctly.
- 12.2 As with any Service, from time to time maintenance will be required. The Company shall endeavour to keep disruption of the Service to a minimum.
- 12.3 In the event of scheduled maintenance where the Company are aware that the maintenance work will affect the Service, the Company shall inform the Client providing at least 7 days' notice.
- 12.4 In the event of unscheduled or emergency maintenance the Company shall endeavour to contact the Client, but due to the nature of this work this may not always be possible. In these events the Company shall make adequate provisions to provide up to date information about the maintenance work to the Client by means of the emergency contact numbers provided with the Service.

Schedule 1: Cloud Services Conditions

1.0 Definition and Interpretation

The definitions and rules of interpretation in this paragraph apply in these conditions in addition to those defined terms as set out in the Service Specific Terms & Conditions for the Provision of Cloud and/or Managed IT Services, which shall apply in these conditions:

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Cloud Services and the Documentation, as further described in paragraph 2.2.

Business Day: any day which is not a Saturday, Sunday, or public holiday in the UK.

Cloud Services: the subscription services provided by the Company to the Client via the NTE Limited Cloud portal or any other website notified to the Client by the Company from time to time, as more particularly described in the Documentation.

Documentation: the Company's documentation with instructions for its Clients as to how to use the Cloud Services.

Subscription Fees: the subscription fees payable by the Client to the Company for the User Subscriptions, as set out in the Order or if not set out in the Order, at the Company's list prices from time to time.

User Subscriptions: the user subscriptions purchased by the Client pursuant to paragraph 3 which entitle Authorised Users to access and use the Cloud Services in accordance with these terms and the End User agreement attached hereto (as updated by the Company from time to time).

2.0 User Subscriptions

2.1 Subject to the Client purchasing the User Subscriptions in accordance with paragraph 3, the restrictions set out in this paragraph 2 and the other terms and conditions of the Contract, the Company grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Cloud Services during the Term solely for the Client's internal business operations.

2.2 In relation to the Authorised Users, the Client undertakes that:

2.2.1 the maximum number of Authorised Users that it authorises to access and use the Cloud Services shall not exceed the number of User Subscriptions it has purchased from time to time;

2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Cloud Services;

2.2.3 each Authorised User shall keep a secure password for their use of the Cloud Services, that each Authorised User will enable multi-factor authentication when possible and that each Authorised User shall keep their password confidential;

- 2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Company within 5 Business Days of the Company's written request at any time or times;
 - 2.2.5 it shall permit the Company to audit the Cloud Services to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Company's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
 - 2.2.6 if any of the audits referred to in paragraph 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Company's other rights, the Client shall promptly disable such passwords and the Company shall not issue any new passwords to any such individual; and
 - 2.2.7 if any of the audits referred to in paragraph 2.2.5 reveal that the Client has underpaid Subscription Fees to the Company, the Client shall pay to the Company an amount equal to such underpayment (with interest) within 10 Business Days of the date of the relevant audit.
- 2.3 The Client shall not access, store, distribute or transmit any viruses, or any material during its use of the Cloud Services that:
- 2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.3.2 facilitates illegal activity;
 - 2.3.3 promotes unlawful violence
 - 2.3.4 depicts sexually explicit images; promotes unlawful violence;
 - 2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 2.3.6 causes damage or injury to any person or property; and the Company reserves the right, without liability to the Client, to disable the Client's access to any material that breaches the provisions of this paragraph.
- 2.4 The Client shall not:
- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, or otherwise to the extent expressly permitted under these terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - 2.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 2.4.3 access all or any part of the Cloud Services in order to build a product or service which competes with the Cloud Services; or
 - 2.4.4 use the Cloud Services to provide services to third parties; or

2.4.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Cloud Services available to any third party except the Authorised Users, or

2.4.6 attempt to obtain, or assist third parties in obtaining, access to the Cloud Services and/or Documentation, other than as provided under this paragraph 2.

2.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Cloud Services and, in the event of any such unauthorised access or use, promptly notify the Company.

2.6 The rights provided under these terms are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

3.0 Additional User Subscriptions

3.1 Subject to paragraph 3.2 and paragraph 3.3, the Client may, from time to time during any Subscription Term, request additional User Subscriptions in excess of the original number, by giving the Company written notice. The Client is not entitled to add or remove User Subscriptions by more than 25% of the original number of User Subscriptions save where expressly agreed by the Company in writing.

3.2 The Company shall evaluate the Client's request for additional User Subscriptions and grant or refuse the request (in its sole discretion).

3.3 If the Company approves the Client's request to purchase additional User Subscriptions, the Client shall, within 30 days of the date of the Company's invoice, pay to the Company the relevant fees for such additional User Subscriptions and, if such additional User Subscriptions are purchased by the Client part way through the Term, such fees shall be pro-rated for the remainder of the Term.

4.0 Cloud Services

4.1 The Company shall provide the Cloud Services to the Client on and subject to these terms.

4.2 The Company shall use commercially reasonable endeavours to make the Cloud Services available 24 hours a day, seven days a week, except for:

4.2.1 planned maintenance carried out during the maintenance window as published from time to time (being performed outside Normal Business Hours); and

4.2.2 unscheduled maintenance performed during Normal Business Hours, provided that the Company has used reasonable endeavours to give the Client as much notice as is reasonably practicable in the circumstances.

4.3 The Company shall be entitled to increase the Cloud Services Fees at the start of any renewal period for the Cloud Services.

4.4 The Company shall be further entitled to increase the Cloud Services Fees upon 30 days' prior written notice to the Client. In addition, the Company shall be entitled to

increase the costs for any third party products provided as part of the Cloud Services immediately at any time in circumstances where that third party provider has notified the Company of an increase in its own licence costs, provided that the Company's increase shall be proportionate to the increase in those licence costs.

5. Third party providers

The Client acknowledges that the Cloud Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Company makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Company. The Company recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Company does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Cloud Services.

6. Company's obligations

6.1 The Company will perform the Cloud Services with reasonable skill and care.

6.2 The Company:

6.2.1 does not warrant that the Client's use of the Cloud Services will be uninterrupted or error-free; nor that the Cloud Services, and/or the information obtained by the Client through the Cloud Services will meet the Client's requirements; and

6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that it, and not the Company, is responsible for the Client's internet and other network connections to the Cloud Services and that the Cloud Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms.

7.0 Client's obligations

7.1 The Client shall:

7.1.1 ensure that the Authorised Users use the Cloud Services in accordance with these terms and shall be responsible for any Authorised User's breach of

these terms;

- 7.1.2 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under these terms;
- 7.1.3 ensure that its network, data communication lines and systems comply with the relevant specifications provided by the Company from time to time; and
- 7.1.4 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8. Indemnity

- 8.1 The Client shall defend, indemnify and hold harmless the Company against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Cloud Services provided that:
 - 8.1.1 the Client is given prompt notice of any such claim;
 - 8.1.2 the Company provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - 8.1.3 the Client is given sole authority to defend or settle the claim.

Schedule 2: End User License Terms and Conditions regarding the use of Microsoft Software

This document governs the use of Microsoft software, which may include associated media, printed materials, and “online” or electronic documentation (individually and collectively, “Products”) provided by NTE Limited (hereinafter referred to as “NTE”). NTE does not own the Products and the use thereof is subject to certain rights and limitations of which NTE must inform you as set out below. Your right to use the Products is subject to the terms of your agreement or your employer’s agreement with NTE, and to your understanding of, compliance with, and consent to the following terms and conditions, which NTE does not have authority to vary, alter, or amend.

1.0 DEFINITIONS.

“Client Software” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or other electronic device.

“Server Software” means software that provides services or functionality on a computer acting as a server.

“Software Documentation” means any end user document included with server software.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

2.0 OWNERSHIP OF PRODUCTS. The Products are licensed to NTE from an affiliate of the Microsoft Corporation (collectively “Microsoft”). All title and intellectual property rights in and to the Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products) are owned by Microsoft or its suppliers. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3.0 USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices or supplied by NTE only in accordance with the instructions, and only in connection with the services, provided to you by NTE. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4.0 USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by NTE, 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 SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO NTE, WHICH TERMS MUST BE PROVIDED TO YOU BY NTE (please request a copy if you have received one). Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by NTE.

5.0 COPIES. You may not make any copies of the Products; provided, however, that you may (a) make one copy of NTE Software on your Device as expressly authorized by NTE; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with NTE, upon notice from NTE or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6.0 LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7.0 NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of software services in accordance with the terms of this agreement and any agreement between you and NTE or between your employee and NTE.

8.0 TERMINATION. Without prejudice to any other rights, NTE may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with NTE or NTE’s agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts.

9.0 NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY NTE AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

10.0 PRODUCT SUPPORT. Any support for the Products is provided to you by NTE and is

not provided by Microsoft, its affiliates or subsidiaries.

11.0 NOT FAULT TOLERANT. THE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12.0 EXPORT RESTRICTIONS. The Products are subject to U.S. export jurisdiction. NTE must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13.0 LIABILITY FOR BREACH. In addition to any liability you may have to NTE, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

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