



## Terms of Use for Microsoft Software

The information in the present document regulates the use of Microsoft software, which includes the actual product, printed materials, and electronic and online documentation (henceforth known collectively or separately as the “Licensed products”).

### Terms and Abbreviations

**Client SW** – software which grants a device access to and usage of the services and functions of the provided Server software.

**Device** – a computer, work station, terminal, laptop computer, pager, telephone, pocket computer, smartphone, server or other electronic device.

**Server SW** – software providing services and functional capabilities on the computer serving as a server.

**SW documentation** – any documentation enclosed with Server SW and intended for the end-user.

**Redistributable SW** – SW described in point 3 below (“Use of Redistributable Software”)

### 1. Ownership Rights to Licensed Product

Licensed products are provided by the Provider and licensed by a Microsoft affiliate (henceforth known collectively as “Microsoft”). All titular and intellectual property rights pertaining to licensed products (and their individual components, including, but not limited to: all images, photographs, animations, video, audio, music, text, applications and applets included in the licensed products) are owned by Microsoft and its providers. Licensed products are protected by law by authors’ rights and corresponding international agreements, as well as other laws and agreements on intellectual property. Access to or possession or usage of licensed products does not grant you any ownership rights or intellectual property rights to the licensed software.

### 2. Use of Client SW

You may use Client SW installed on Executor’s devices only as per instruction and for using services offered to you by the Executor. The terms and conditions of the present document completely and without reserve shall be used in place of the conditions of all Microsoft end-user license agreements, which may be provided electronically during your usage of the Client SW.

### 3. Use of Redistributable SW

In accordance with services rendered by the Executor, you may have access to samples, redistributable files and (or) SDK packets (“SDK”) (henceforth referred to collectively or separately as “Redistributable SW”) and their code. **YOU DO NOT HAVE THE RIGHT TO USE, CHANGE, COPY AND (OR) DISTRIBUTE ANY REDISTRIBUTABLE SOFTWARE IF YOU HAVE NOT EXPRESSED YOUR EXPLICIT AGREEMENT TO OBSERVE AND ADHERE TO THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE RIGHTS OF USAGE PROVIDED BY THE PROVIDER (“SPUR”) FOR THE PROVIDER.** THE PRESENT TERMS AND CONDITIONS MUST BE GIVEN TO YOU BY THE PROVIDER. Microsoft does not grant you the right to use any Redistributable SW if you have not expressed your explicit agreement to observe and adhere to the additional terms and conditions provided by the Executor.

### 4. Copies

You do not have the right to create copies of Licensed products; however, you may (a) create one copy of the Client SW on your Device, as explicitly permitted by the Executor, and (b) create copies of the specific Redistributable SW in accordance with point 3 (“Use of Redistributable SW”). You must delete or destroy all Client SW and (or) Redistributable SW upon the termination or completion of the effective term of your agreement with the Executor after receiving notification from the Executor or after transferring your Device to another individual or legal entity, depending on which action occurred first. The copying of any printed material which came enclosed with any Licensed product is strictly prohibited.

## **5. Limitations on Reverse Engineering, Decompilation and Disassembly**

You do not have the right to reverse engineer, decompile or disassemble Licensed products, except and only to the extent that such activity is expressly permitted by the applicable law notwithstanding this limitation.

## **6. Prohibition of Renting Software**

You do not have the right to rent, lease, or lend out Licensed products, use them as collateral, or either directly or indirectly transfer or distribute Licensed products to a third party, nor do you have the right to grant a third party access to or the use of Licensed products, unless for the sole purpose of accessing the Licensed products' functions for services in accordance with the conditions of the present agreement and other agreements between you and the Executor.

## **7. Termination of Activity**

Without infringing on any other rights, the Executor may terminate your rights to use Licensed products in the event of your violation of the present terms and conditions. In the event of suspension or termination of your agreement with the Executor or the Executor's agreement with Microsoft regarding the licensing of Licensed products, you must cease the usage of and (or) access to the Licensed products as well as destroy all copies of Licensed products and all of their parts.

## **8. Lack of Guarantees, Obligations and Compensation from MICROSOFT**

**All guarantees, liability for loss and compensation (if such events should occur) shall be provided for exclusively by the Executor and not Microsoft, its affiliates, or its subsidiaries.**

## **9. Product Support**

Support for Licensed products is performed by the Executor and not Microsoft, its affiliates, or its subsidiaries.

## **10. Lack of Fault-tolerance**

Licensed products may contain technologies which are not fault-tolerant and haven't been developed, prepared, or intended for use with certain software or applications, within which the breakdown of the Licensed products may cause failure or serious damage to the product itself or running software or hardware.

## **11. Exporting Limitations**

Licensed products are subject to U.S. export jurisdiction. You agree to comply with applicable international and US legislation laws that apply to the Licensed software, including US Export Administration Regulations, as well as limitations to the end-users, end-use and destination restrictions issued by US and other governments. For additional information, please see: <http://www.microsoft.com/exporting/>

## **12. Liability for Violations**

In addition to the obligations you carry before the Executor, you also agree to be directly liable to Microsoft for any violation of the given agreement.