

SERVICE SPECIFIC CONDITIONS FOR TEAMSLINK SERVICES

These Service Specific Conditions for Teamslink Services apply in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the Teamslink Service

DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Teamslink Services together with the following service specific definitions which shall have the meanings set out below:

"Anticipated Call Spend" means the Customer's anticipated average call spend for using the Teamslink Service each month of the Term of the Agreement as specified in the Order

"Call Charges" means charges which relate to calls made or received where supplied by Wavenet or one of its Suppliers, as specified in the Order

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the Teamslink Service will be connected

"Cyber Attack" means an attempt by hackers to damage or destroy a computer network or system

"Installation Services" means the services (if any) to be carried out at each Customer Premises to enable the Customer to receive the Teamslink Services

"Minimum Monthly Call Charges" means: (i) the average of the six highest months' call charges incurred by the Customer under this Agreement; or (ii) if the Customer has incurred less than six months' call charges, the highest month's call charges incurred by the Customer under this Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

"Minimum Monthly Rental" means the higher of: (i) the rental specified in the Order; or (ii) the average of the six highest months' rental charges incurred by the Customer under the Agreement (or if the Customer has incurred less than six months' line rental, the highest month's rental incurred by the Customer under the Agreement)

"Monitoring Services" means those network monitoring services specified in the Order which may include: (i) monitoring of critical Network components and alerts to helpdesk; (ii) analysing maintenance faults and providing resolutions to maintenance faults; (iii) configuration and software image management; (iv) remote execution of requested configuration modifications; and (v) reporting faults found, faults resolved and details of Network uptime

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls

"Service Demarcation Point" means the point(s) to which Wavenet will be responsible for maintaining the Teamslink Service(s) being, unless stated otherwise in the Order: (i) the point up to the connection between the access circuit and the Teamslink Services, managed by Wavenet's session boarder controllers within the Customer Network; or (ii) where Wavenet have supplied the access circuits with the Teamslink Services, the point up to the Customer side port on the pre-configured Wavenet supplied router; or (iii) where Wavenet provides the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Wavenet pursuant to this Agreement, the Equipment provided by Wavenet shall be supported by Wavenet

"Specification" means the specification of the Equipment or Teamslink Services as set out in the Order, and which may be further detailed in the PID

"Teamslink Services" means the Teamslink or Skype for Business Services provided to the Customer by Wavenet as specified in the Order

1. SERVICE AND SERVICE SETUP

- 1.1. The Customer agrees to provide its full cooperation to Wavenet, together with nominated members of the Customer's staff to provide assistance to the Wavenet throughout the provision of the Installation Services. The Customer shall ensure that its nominated staff shall have the authority to make decisions and provide Wavenet with instructions relating to the Installation Services and the Teamslink Services generally on the Customer's behalf. The Customer acknowledges and accepts Wavenet shall not be liable to the Customer for any delays in the provision of access and/or the Start Date for the Teamslink Services as a result of lack of cooperation from the Customer or its nominated staff
- 1.2. If the Customer fails to prepare the Customer Premises for Wavenet, its Third Party Contractors or Suppliers in accordance with clause 2 or any other preparatory instructions that the Customer may have been given, Wavenet may charge the Customer a fee. Any re-scheduled visits to the Customer Premises will be subject to Wavenet's lead times
- 1.3. Wavenet shall notify the Customer of the date(s) on which Wavenet, its Third Party Contractor, or its Supplier shall provide the Installation Services. The Customer shall use its best endeavours to enable the Installation Services to be provided on the dates provided by Wavenet. If the Customer cannot commit to the proposed Installation Services date provided by Wavenet, the Customer must notify Wavenet within 14 days of the date receives notice of the proposed Installation Services date Wavenet, and both parties shall use reasonable endeavours to agree alternative Installation Services date(s)
- 1.4. Wavenet reserves the right, upon giving notice to the Customer, not to provide the Teamslink Services to any Customer Premises or, if Teamslink Services are already being provided, to cease providing the same and to terminate this Agreement in relation to the Teamslink Services without liability or obligation to the Customer if:
 - 1.4.1. Wavenet discovers during a survey of the Customer Premises, or otherwise, that the distance between the Customer Premises and Wavenet's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten
 - 1.4.2. the Customer does not agree to any increase in Charges in accordance with clause 10 of the MSA
- 1.5. Wavenet, its Third Party Contractor, or its Supplier will provide the Installation Services and will perform a series of commissioning tests to ensure that the Teamslink Services are functioning in accordance with the Specification
- 1.6. Wavenet will, if agreed, maintain the Teamslink Service to the Service Demarcation Point

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- 1.7. If Wavenet agrees that the Customer may use/supply its Customer Equipment with any part of the Teamslink Services, then the Customer shall be responsible and liable for such Customer Equipment. If Wavenet, its Third Party Contractor, or Supplier visits a Customer Premises due to a fault which is caused by Customer Equipment, then Wavenet may charge the Customer for such visit and any additional costs incurred as a result. The Customer accepts that use of any Customer Equipment not supplied by Wavenet will affect the Service Demarcation Point
- 1.8. Wavenet shall use reasonable endeavours to obtain an IP address on behalf of the Customer. The Customer acknowledges, however, that Wavenet does not control the issue of IP address to be used with the Teamslink Services. Access to and use of IP addresses is controlled by the internet authorities and use of IP addresses is subject to any terms and conditions required by such authorities. Wavenet reserves the right to withdraw or change the IP address if, for any reason, the address ceases to become available
- 1.9. If the Customer requests, and Wavenet agrees, to upgrade the Customer's bandwidth of the underlying access to the Teamslink Services then additional Charges will apply, as notified to the Customer
- 1.10. The Customer accepts that:
- 1.10.1. Whilst the Teamslink Services support 999/112 public emergency call services, and that such calls will be routed to the national emergency call handling agents, the Teamslink Services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and, therefore, connection to such emergency services may not be possible in the event of service outage caused by loss of connectivity to the internet for any reason. It is the Customer's responsibility to ensure that its Authorised Users are notified that, in such circumstances, the Customer and/or Authorised Users must use a separate line to make an emergency call
- 1.10.2. It is the Customer's responsibility to ensure that the Customer and its Authorised Users are compliant with the relevant country's legislation requirements in respect of emergency call provision on international public emergency calls by ensuring that all databases are updated at all times with relevant Authorised User location data for nomadic use of Teamslink Services, in accordance with the relevant country's legislation, failure to do so may result in incorrect dispatch of emergency services and the Customer shall indemnify Wavenet for any charges and/or fines incurred as result of such incorrect dispatch
- 1.10.3. The Customer accepts that that the Teamslink Service's only mechanism for routing public emergency calls to the correct emergency call service, is the physical location currently registered to the Authorised User's licence/account and that if the Customer and/or its Authorised User fails to update its physical location data, that communications may not be directed to the correct emergency service operator
- 1.11. If Wavenet agrees that the Customer may use its existing or other new access circuits, including but not limited to broadband, Ethernet, leased line etc, not provided by Wavenet, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Wavenet or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the Teamslink Services. Where Wavenet does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Wavenet, its Third Party Contractor, or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or in part by access circuits not provided by Wavenet, then Wavenet may charge the Customer for such visit(s) and any additional costs incurred as a result. The Customer accepts that use of the Customer's own access circuits will affect the Service Demarcation Point
- 1.12. If the Customer uses a third party to install the Teamslink Services, the Customer shall indemnify Wavenet from any and all liability as a result of the same. The Customer accepts that using a third party to install the Teamslink Services will affect the Service Demarcation Point
- 1.13. Wavenet may at any time, and from time to time, improve, correct or otherwise modify all or any of the Teamslink Services and/or products, including substituting Software and/or products with Software or Equipment of similar specification, provided that such modification does not materially adversely affect provision of the Teamslink Services to the Customer or the functionality of the products. Wavenet will use reasonable endeavours to give the Customer reasonable notice of any such modification, where reasonably practicable
- 1.14. Wavenet will perform the Teamslink Services with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the Teamslink Services is contrary to Wavenet's instructions, or where the Teamslink Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or Supplier
- 1.15. Subject to clauses 1.16 and 1.17 if the Teamslink Services do not conform to the undertaking in clause 1.14, Wavenet will use all reasonable endeavours to correct the defect in accordance with its standard support procedures. Wavenet's standard support service shall be available as per the Agreement except in the case of a total service failure, following which (subject to clause 1.17) Wavenet shall use its reasonable endeavours to resume the Teamslink Services as soon as reasonably practicable. Where the Customer experiences prolonged interruption of

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Teamslink Services, Wavenet shall apply applicable service level rebates or credits to the Customer's account for the period of the interruption of Teamslink Services in accordance with the relevant Wavenet Teamslink service schedule

1.16. The remedy set out in clause 1.15 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 1.14

1.17. Notwithstanding the foregoing Wavenet:

1.17.1. does not warrant that the Customer's use of the Teamslink Services will be uninterrupted or error free; nor prevent a security threat or Cyber-attack; nor that the Services will meet the Customer's requirements; and

1.17.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Teamslink Services, and the Customer acknowledge that the Teamslink Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including security threat and Cyber-attack; and

1.17.3. shall not be liable to the Customer for any defect in the Teamslink Services to the extent caused by any defect or failure in the Customer's Network

1.18. Subject to the Customer's obligations in this Agreement, Wavenet warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement

2. CUSTOMER OBLIGATIONS

2.1. The Customer shall:

2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with Wavenet's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk

2.1.2. provide Wavenet, its Third Party Contractors or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Wavenet, its Third Party Contractor or its Supplier to provide the Teamslink Services

2.1.3. promptly provide Wavenet with such information and documents as Wavenet may reasonably require for the proper performance of the Teamslink Services

2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Wavenet, its Third Party Contractor or its Supplier to provide the Installation Services, including, for example, landlord consents, wayleave consents and access consents, and be responsible for complying with any

Applicable Laws in relation to the Teamslink Services

2.1.5. It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness, Cyber-Attacks and security threats prevention

2.1.6. Except to the extent included in the Teamslink Service, and identified in the Order, it is the Customer's responsibility to ensure the security and maintenance of its Customer Network, System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System, Customer Network and Data, including the Customer's customer data

2.2. Unless the Order expressly states that Wavenet shall install a router, it is the Customer's responsibility to install a router at the Customer Premise and neither Wavenet, its Third Party Contractors, nor its Suppliers shall bear any responsibility or liability to the Customer for any delay or failure to install a router

2.3. The Customer shall:

2.3.1. supply, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be specified by Wavenet either within the Order, or following a survey of the Customer Premises, required to enable the Customer to receive the Installation Services and/or the Teamslink Services; and

2.3.2. keep full and up-to-date secure backup copies of the Data on the Customer Network in accordance with good industry practice

2.3.3. indemnify Wavenet for any and all losses or fines incurred by the Customer as a result of Wavenet's inability to access any call recordings

2.4. The Customer shall not permit any member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the Teamslink Services, and the Customer shall ensure that it shall not and that none of its staff or any third party shall add to, modify and/or interfere with such Equipment and/or Teamslink Services

2.5. The Teamslink Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents required for any such music, and indemnifies Wavenet for any and all liability relating to the Customer's use of this feature

3. USE OF THE TEAMSLINK SERVICES

3.1. The Customer shall not use the Teamslink Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity or infringement of any Applicable Law, including activities deemed unlawful under any complainant's legal jurisdiction. The Customer shall indemnify Wavenet against any and all liability

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arising out of, or in connection with, any claims or fines together with any legal costs incurred by Wavenet as a result of defending any such claims or fines arising from the Customer's use of the Teamslink Services

- 3.2. The Customer warrants that any material and/or communication received, transmitted, hosted, or otherwise processed by the Customer using the Teamslink Service shall not be menacing, junk mail or spam, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any Applicable Law, nor infringe the Intellectual Property Rights of Wavenet or any third party. The Customer shall further indemnify Wavenet against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this clause 3.2.
- 3.3. The Customer agrees that it will not cause any part of the Equipment which relates specifically to the Teamslink Services to be removed, repaired, serviced or otherwise attended to except by Wavenet or Wavenet's Third Party Contractor or Supplier. The Customer agrees that it is responsible for undertaking all in life changes to any Customer Equipment which are notified by Wavenet, and the Customer agrees to pay Wavenet's standard charges applicable at the time where the Customer requests Wavenet to make changes on the Customer's behalf
- 3.4. Unless otherwise expressly stated in the Order, the quantity of licenses specified in the Order shall be deemed the minimum number of licenses to be purchased by the Customer for the Teamslink Services during the Term
- 3.5. If Wavenet provides the Customer with an inclusive call bundle, where a certain number of calls are included within the cost of the line rental or user license, any usage limitations imposed by Wavenet's Supplier after the date the inclusive call bundle is agreed shall be invoiced to the Customer, and the inclusive call bundle will be adjusted accordingly. Should any usage limit be exceeded, Wavenet may charge the Customer its standard pence per minute charge for all calls exceeding the Customer's usage limit

4. EQUIPMENT

- 4.1. Risk in all equipment and/or machinery owned by Wavenet or its Supplier, taken to the Customer Premises for the purposes of the fulfilment of this Agreement, shall pass to the Customer when such equipment is brought onto the Customer Premises, and shall remain with the Customer until such equipment is removed by Wavenet, its Third Party Contractor or Supplier from the Customer Premises, except to the extent that any damage caused to such equipment and/or machinery is due to the negligence or wilful conduct of Wavenet, its Third Party Contractor or Supplier
- 4.2. Where Wavenet agrees that the Customer may provide Customer Equipment at the outset of the Agreement, or as a replacement for any Equipment during the Term, the Customer shall, at its own

expense, be responsible for providing, repairing, maintaining, and replacing any such Customer Equipment that no longer operates in accordance with the manufacturer's specifications and/or the required specifications of Wavenet and/or its Supplier

- 4.3. When the Customer replaces the Equipment with Customer Equipment, the replacement shall be:
 - 4.3.1. equivalent to the original Equipment's functionality and performance; and
 - 4.3.2. approved by Wavenet in writing
- 4.4. The Customer shall be responsible for:
 - 4.4.1. Reconfiguration of any Customer Equipment which replaces the Equipment to the same or equivalent configuration required by Wavenet or its Supplier. If re-configuration work is required to be provided to the Customer for the Customer Equipment by Wavenet, the cost of such re-configuration work will be charged to the customer at Wavenet's then current standard charging rates; and
 - 4.4.2. Installation of such reconfigured Customer Equipment in place of the original Equipment
5. Wavenet shall not be responsible for maintenance of the Equipment unless specified in the Order or via separate maintenance agreement agreed between parties

6. TERMINATION

- 6.1. If the Customer cancels an ordered Teamslink Service or any part of it, notwithstanding that such Order has only been provisionally accepted by Wavenet, the Customer shall reimburse Wavenet for any and all costs incurred in preparing to deliver the Teamslink Service to the Customer, in addition to any Early Termination Charge. Wavenet will take all reasonable steps to mitigate any such costs. Where the Customer cancels an installation then the Early Termination Charge may include the cost of lost revenue incurred by Wavenet, its Third Party Contractors, or Supplier in re-allocating staff who would have otherwise been engaged in the Customer's installation where Wavenet is unable to re-allocate such staff at short notice. If a survey of the Customer Premises has been carried out, the Customer shall pay to Wavenet the cost of all survey charges in full. If the Teamslink Service includes any excess construction charges, such charges will be payable in full by the Customer upon cancellation of an ordered Teamslink Service. If Wavenet has provided the Customer with any Equipment the Customer shall return such Equipment to Wavenet immediately in full working order at the Customer's cost and risk
- 6.2. Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this Agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3

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- 6.3. If the Customer is required to pay an Early Termination Charge, the Customer shall pay to Wavenet the Early Termination Charge which shall be calculated as follows:
- 6.3.1. in respect of line rental, the Minimum Monthly Line Rental per month for the period from termination to the end of the Initial Term or Renewal Period (as appropriate); and
 - 6.3.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period
- 6.4. Wavenet reserves the right to charge the Customer a fee of £15.00 per number to cover administration and porting costs

7. CHARGES

- 7.1. Charges for the Teamslink Services shall, be as set out in the Order
- 7.2. Charges for surveys and Installation Services shall be invoiced to the Customer in advance of the Start Date and any Charges relating to line rental, call charges or other usage Charges shall be invoiced to the Customer monthly in arrears
- 7.3. Unless specifically authorised by a Wavenet authorised person in writing, any discount specified in the Order shall only apply during the Initial Term
- 7.4. Where the Customer has a bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle. Such items may include, but are not limited to, calls to international, non-geographic and premium service destinations
- 7.5. Wavenet may, from time to time, vary Charges for any call destinations or Services not stated on the Order without notice to the Customer
- 7.6. Except as stated otherwise in the Order, for the purpose of calculating call charges, all call durations will be rounded up to the next whole minute
- 7.7. The Customer shall be liable to pay to Wavenet all Charges for traffic routed via any IP address used with the Teamslink Service, notwithstanding that such Charges may have arisen from unauthorised, fraudulent or illegal use, whether or not such Charges derive from installation and access arrangements which have been authorised by Wavenet except where any such unauthorised, fraudulent or illegal use was carried out by Wavenet or Wavenet employees during the course of their employment
- 7.8. Teamslink Services call recordings may be exported for a one off charge of £1000.00 plus £50 per gigabyte (GB)

APPENDIX A – MICROSOFT END USER LICENSE TERMS

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 Wavenet (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain

rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

1. Definitions

Client Software: means software that allows a Device to access or utilise 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. Ownership of Products

The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). A "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. Use of Client Software

You may use the Client Software installed on your Devices by Customer only in accordance with the instructions, and only in connection with the services, provided to you by Customer. 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. Use of Redistribution Software

In connection with the services provided to you by Customer, 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 CUSTOMER, WHICH TERMS MUST BE PROVIDED TO

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YOU BY CUSTOMER. 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 Customer.

5. Copies

You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; 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 Customer, upon notice from Customer 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. 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. 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 Customer.

8. Termination

Without prejudice to any other rights, Customer 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 Customer or Customer'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. Warranties

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

10. Product Support

Any support for the Products is provided to you by Customer and is not provided by Microsoft, its affiliates or subsidiaries.

11. 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. Export Restrictions

The Products are subject to U.S. export jurisdiction. Customer 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. Liability for Breach

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