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MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT (SDK) FOR WINDOWS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- APIs (i.e., APIs included with the installation of the SDK or APIs accessed by installing extension packages or service to use with the SDK),
- updates,
- supplements,
- internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

a. You may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Microsoft operating system. Further, you may install, use and/or deploy via a network management system or as part of a desktop image, any number of copies of the software on computer devices within your internal corporate network to design, develop and test your programs that run on a Microsoft operating system. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to terms that protect the software as much as these license terms.

b. Utilities. The software contains certain components that are identified in the Utilities List located at http://go.microsoft.com/fwlink/?LinkId=524839. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. Except as otherwise provided on the Utilities List for specific files, you may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto a third party machine within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities onto that machine. We may add additional files to this list from time to time.

c. Build Services and Enterprise Build Servers. You may install and use any number of copies of the software onto your build machines or servers, solely for the purpose of:

i. Compiling, building, verifying and archiving your programs;

ii. Creating and configuring build systems internal to your organization to support your internal build environment; or

iii. Enabling a service for third parties to design, develop and test programs or services that run on a Microsoft operating system.

d. Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

e. Third Party Notices. The software may include third party code that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only. Notices, if any, for this third party code are included with the software and may be located at http://aka.ms/thirdpartynotices.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. Right to Use and Distribute. The code and test files listed below are "Distributable Code".

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files plus the files listed on the REDIST.TXT list located at http://go.microsoft.com/fwlink/?LinkId=524842. Depending on the specific edition of the software, the number of REDIST files you receive with the software may not be equal to the number of REDIST files listed in the REDIST.TXT List. We may add additional files to the list from time to time.

- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii. Distribution Requirements. For any Distributable Code you distribute, you must

- Add significant primary functionality to it in your programs;

- **For any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;**

- Distribute Distributable Code included in a setup program only as part of that setup program without modification;

- Require distributors and external end users to agree to terms that protect it at least as much as this agreement;

- For Distributable Code from the Windows Performance Toolkit portions of the software, distribute the unmodified software package as a whole with your programs, with the exception of the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs;

- Display your valid copyright notice on your programs; and

- Indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- Alter any copyright, trademark or patent notice in the Distributable Code;

- Use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- Distribute partial copies of the Windows Performance Toolkit portion of the software package with the exception of the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs;

- Distribute Distributable Code to run on a platform other than the Microsoft operating system platform;

- Include Distributable Code in malicious, deceptive or unlawful programs; or

- Modified or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. And Excluded License is one that requires, as a condition of use, modification or distribution, that

- The code be disclosed or distributed in source code form; or
- Others have the right to modify it.

b. Additional Rights and Restrictions for Features made Available with the Software.

i. Windows App Requirements. If you intend to make your program available in the Windows Store, the program must comply with the Certification Requirements as defined and described in the App Developer Agreement, currently available at: https://msdn.microsoft.com/en-us/library/windows/apps/hh694058.aspx.

ii. Bing Maps. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the entity information including business names, addresses and geocodes available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imager (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkId=21969.

iii. Additional Mapping APIs. The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such Additional Mapping APIs. These terms and conditions will be provided when you obtain any necessary license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

iv. Push Notifications. The Microsoft Push Notification Service may not be used to send notifications that are mission critical or otherwise could affect matters of life or death, including without limitation critical notifications related to a medical device or condition. MICROSOFT EXPRESSLY DISCLAIMS ANY WARRANTIES THAT THE USE OF THE MICROSOFT PUSH NOTIFICATION SERVICE OR DELIVERY OF MICROSOFT PUSH NOTIFICATION SERVICE NOTIFICATIONS WILL BE UNINTERRUPTED, ERROR FREE, OR OTHERWISE GUARANTEED TO OCCUR ON A REAL-TIME BASIS.

v. Speech namespace API. Using speech recognition functionality via the Speech namespace APIs in a program requires the support of a speech recognition service. The service may require network connectivity at the time of recognition (e.g., when using a predefined grammar). In addition, the service may also collect speech-related data in order to provide and improve the service. The speech-related data may include, for example, information related to grammar size and string phrases in a grammar.

Also, in order for a user to use speech recognition on the phone they must first accept certain terms of use. The terms of use notify the user that data related to their use of the speech recognition service will be collected and used to provide and improve the service. If a user does not accept the terms of use and speech recognition is attempted by the application, the operation will not work and an error will be returned to the application.

vi. PlayReady Support. The software may include the Windows Emulator, which contains Microsoft's PlayReady content access technology. Content owners use Microsoft PlayReady content access technology to protect their intellectual property, including copyrighted content. This software uses PlayReady technology to access PlayReady-protected content and/or WMDRM-protected content. Microsoft may decide to revoke the software's ability to consume PlayReady-protected content for reasons including but not limited to (i) if a breach or potential breach of PlayReady technology occurs, (ii) proactive robustness enhancement, and (iii) if Content owners require the revocation because the software fails to properly enforce restrictions on content usage. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade and may not be able to install other operating system updates or upgrades.

vii. Package Managers. The software may include package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.

viii. Font Components. While the software is running, you may use its fonts to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download

them to a printer or other output device to help print content.

ix. Notice about the H.264/AVD Visual Standard, and the VC-1 Video Standard. This software may include H.264/MPEG-4 AVC and/or VD-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below and in the privacy statement at http://go.microsoft.com/fwlink/?LinkId=521839 connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them as described in the applicable product documentation. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

i. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser, and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Software Use and Performance. This software collects info about your hardware and how you use the software and automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well, but this information in reports or any info collected about hardware or your software use will not be used to identify or contact you.

- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encryption information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

- Windows Application Certification Kit. To ensure you have the latest certification tests, when launched this software periodically checks a Windows Application Certification Kit file on download.microsft.com to see if an update is available. If an update is found, you are prompted and provided a link to a web site where you can download the update. You may use the Windows Application Certification Kit solely to test your programs before you submit them for a potential Microsoft Windows Certification and for inclusion on the Microsoft Windows Store. The results you receive are for informational purposes only. Microsoft has no obligation to either (i) provide you with a Windows Certification for your programs and/or ii) include your program in the Microsoft Windows Store.

- Microsoft Digital Rights Management for Silverlight.

  If you use Silverlight to access content that has been protected with Microsoft Digital Rights Management (DRM), in order to let you play the content, the software may automatically

  - request media usage rights from a rights server on the Internet and
  - download and install available DRM Updates.

  For more information about this feature, including instructions for turning the Automatic Updates off, go to http://go.microsoft.com/fwlink/?LinkId=147032.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, help and Appshelp. You may choose not to use these web content features.

ii. Use of Information. We may use information collected about software use and performance to provide and improve Microsoft software and services as further described in Microsoft's Privacy Statement available at: https://go.microsoft.com/fwlink/?LinkID=521839. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

iii. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

4. YOUR COMPLIANCE WITH PRIVACY AND DATA PROTECTION LAWS.

a. Personal Information Definition. "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. Collecting Personal Information using Packaged and Add-on APIs. If you use any API to collect personal information from the software, you must comply with all laws and regulations applicable to your use of the data accessed through APIs including without limitation laws related to privacy, biometric data, data protection, and confidentiality of communications. Your use of the software is conditioned upon implementing and maintaining appropriate protections and measures for your applications and services, and that includes your responsibility to the data obtained through the use of APIs. For the data you obtained through any APIs, you must:

i. obtain all necessary consents before collecting and using data and only use the data for the limited purposes to which the user consented, including any consent to changes in use;

ii. In the event you're storing data, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as updated through packaged or add-on APIs or upon user request if required by applicable law;

iii. implement proper retention and deletion policies, including deleting all data when as directed by your users or as required by applicable law; and

iv. maintain and comply with a written statement available to your customers that describes your privacy practices regarding data and information you collect, use and that you share with any third parties.

c. Location Framework. The software may contain a location framework component or APIs that enable support of location services in programs. Programs that receive device location must comply with the requirements related to the Location Service APIs as described in the Microsoft Store Policies (https://docs.microsoft.com/en-us/legal/windows/agreements/store-policies). If you choose to collect device location data outside of the control of Windows system settings, you must obtain legally sufficient consent for your data practices, and such practices must comply with all other applicable laws and regulations.

d. Security. If your application or service collects, stores or transmits personal information, it must do so securely, by using modern cryptography methods.

5. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

6. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

7. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- Except for the Microsoft .NET Framework, disclose to a third party the results of any benchmark test of the software,

without first obtaining Microsoft's prior written approval;

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

10. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

11. **INDEPENDENT PARTIES.** Microsoft and you are independent contractors. Nothing in this agreement shall be construed as creating an employer-employee relationship, processor-subprocessor relationship, a partnership, or a joint venture between the parties.

12. **APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES**. If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. If you acquired the software in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.

13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

14. **DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

15. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or

other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

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LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 $ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Crete limitation concern:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

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