MICROSOFT SOFTWARE LICENSE TERMS - SIMPLYGON ("SOFTWARE") TITLE EVALUATION ("EVALUATION AGREEMENT")

IF YOU LIVE IN (OR ARE A BUSINESS WITH YOUR PRINCIPAL PLACE OF BUSINESS IN) THE UNITED STATES, PLEASE READ THE "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the Software named above and any Microsoft services or Software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated Software or services). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS.

1. INSTALLATION AND USE RIGHTS.

- **a. General.** You may install and use any number of copies of the Software on your devices, solely to demonstrate, prototype, test, and internally evaluate it for possible use in or in connection with your products and services. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement. For the avoidance of doubt, you may not use the Software to create content, products and/or services for commercial purposes. Any such uses will be considered in violation of this Evaluation Agreement resulting in revoking your rights granted herein.
- **b. Product Keys.** The Software requires a key to install or access it. You are responsible for the use of any product key(s) assigned to you and must not share the key(s) with third parties. You may use as many copies of the Software as the product key permits.
- c. Third Party Software. The Software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third party applications may be accessible online at http://aka.ms/thirdpartynotices or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.
- **d. Open Source Components.** The Software may contain third party copyrighted software licensed under open source licenses with source code availability obligations. Copies of those licenses are included in the ThirdPartyNotices file or other accompanying notices file.
- **e. Competitive Benchmarking**. If you are a direct competitor, and you access or use the Software for purposes of competitive benchmarking, analysis, or intelligence gathering, you waive as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively) any competitive use, access, and benchmarking test restrictions in the terms governing your software to the extent your terms of use are, or purport to be, more restrictive than Microsoft's terms. If you do not waive any such purported restrictions in the terms governing your software, you are not allowed to access or use this Software, and will not do so.

2. TIME-SENSITIVE SOFTWARE.

- **a. Period.** The Software is time-sensitive and may stop running on a date that is defined in the Software.
- **b. Notice.** You may receive periodic reminder notices of the Period end-date through the Software.
- c. Access to data. You may not be able to access data used in the Software when it stops running.
- **d. Digital Content.** If you enter into a comprehensive license agreement for the Software promptly following expiration of this Evaluation Agreement, then you may continue to use any digital content that you developed using the Software during the evaluation period under the terms of such comprehensive license agreement.

- **3. FEEDBACK.** If you give feedback about the Software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its Software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this Evaluation Agreement.
- **4. DATA COLLECTION.** You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at https://go.microsoft.com/fwlink/?LinkId=521839. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.
- **5. SCOPE OF LICENSE.** The Software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
 - a. work around any technical limitations in the Software that only allow you to use it in certain ways;
 - **b.** reverse engineer, decompile or disassemble the Software;
 - c. remove, minimize, block, or modify any notices of Microsoft or its suppliers in the Software;
 - d. use the Software in any way that is against the law or to create or propagate malware; or
 - **e.** share, publish, distribute, or lend the Software, provide the software as a stand-alone hosted solution for others to use, or transfer the Software or this Evaluation Agreement to any third party.
- **6. EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the Software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit http://aka.ms/exporting.
- **7. SUPPORT SERVICES.** Microsoft is not obligated under this Evaluation Agreement to provide any support services for the Software. Any support provided is "as is", "with all faults", and without warranty of any kind.
- **8. UPDATES.** The Software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing Software features, services, or peripheral devices.
- 9. BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States. If you and Microsoft have a dispute, you and Microsoft agree to try for sixty (60) days to resolve it informally. If you and Microsoft cannot resolve the dispute informally, you and Microsoft agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney- general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at http://aka.ms/arb-agreement-1. You and Microsoft agree to these terms.
- **10. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this Evaluation Agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the Software and all of its component parts.
- **11. ENTIRE AGREEMENT.** This Evaluation Agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the Software.
- 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 Evaluation Agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If you acquired the Software in any other country, its laws apply, except that the FAA governs everything related to arbitration. 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 (excluding arbitration). 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 (excluding arbitration).

- **13. CONSUMER RIGHTS; REGIONAL VARIATIONS.** This Evaluation Agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the Software. This Evaluation Agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the Software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - **a. Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this Evaluation Agreement is intended to affect those rights.
 - **b. Canada.** If you acquired the Software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the Software will resume checking for and installing updates), or uninstalling the Software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

c. Germany and Austria.

- **i. Warranty.** The properly licensed Software will perform substantially as described in any Microsoft materials that accompany the Software. However, Microsoft gives no contractual guarantee in relation to the licensed Software.
- **ii. Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this Evaluation Agreement, the breach of which would endanger the purpose of this Evaluation Agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

- 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. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 15. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S.D. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the Software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case 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 state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

[Please note: As this Software is distributed in Canada, some of the clauses in this Evaluation Agreement are provided below in French.

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

EXONÉRATION DE GARANTIE. Le Logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce Logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

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 \$ USD. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- 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 tre pays si celles-ci ne le permettent pas.]