



Designed To Talk

General Terms and Conditions of IONOS Cloud

THESE GENERAL TERMS AND CONDITIONS OF SERVICE TOGETHER WITH ANY SPECIFIC TERMS, THE PRIVACY NOTICE, THE DESIGNED TO TALK & [IONOS CLOUD DATA PROCESSING AGREEMENT](#) AND ACCEPTABLE USE POLICY ARE A BINDING AGREEMENT BETWEEN IONOS Cloud Ltd. ("IONOS") AND YOU ("CUSTOMER").

In addition to these General Terms and Conditions, to some products special conditions available at <https://www.ionos.co.uk/terms-gtc/terms-and-conditions/> apply. This includes but is not limited to Service level Agreement <https://www.ionos.co.uk/terms-gtc/terms-enterprise-cloud/service-level-agreement/>. These additional conditions also apply if the product is merely part of a package booked by the customer which also contains other services.

By signing up for the Services you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable laws and regulations in relation to this Agreement.

1. THE SERVICES

The services covered by this Agreement include both free services that IONOS, its parent, and affiliates (referred to together herein as "we" or "us") make available for no fee (the "Free Services"), and services that we make available for a fee (the "Paid Services"). The Free Services and the Paid Services are referred to collectively in this Agreement as the "Services." Each Free Service and Paid Service is referred to individually as a "Service." IONOS may change or discontinue any or all of the Services or change or remove features or functionality of any or all of the Services at any time or from time to time. IONOS will provide no less than three business days' notice of any such changes, but in specific situations there may be less or no advance notice. If the Service you are subscribing to are the DevOps Central Datacenter Services, you acknowledge that the purpose of offering you such service is to allow developers early access to newest versions of development tools and the IaaS service and that the Service Level Guarantees set forth in Section 7 do not apply to DevOps Central Datacenter Services.

1.1 Free Services

The Free Services include the Data Center Designer and the API that we make available to you free of charge on the IONOS-branded website accessible at www.ionos.co.uk (collectively, the "IONOS website"), except those web services for which we specifically provide a separate customer agreement.

1.2 Paid Services

The Paid Services include all web and hosting services and any related support services that we make available to you for a fee on the IONOS website, except those web services for which we specifically provide a separate customer agreement. If you use IONOS Paid Services, you may incur fees for transactions that you submit for payment as set forth in Section 8 below. We may, in our sole discretion, (a) begin charging fees for a Free Service, in which case such Service will thereafter be deemed a Paid Service, or (b) cease charging fees for a Paid Service, in which case such Service will thereafter be deemed a Free Service.

2. MODIFICATIONS TO THIS AGREEMENT

2.1 You agree that we may modify this Agreement or any policy or other terms referenced in this Agreement (collectively, "Additional Policies") at any time by posting a revised version of the Agreement or such Additional Policy on the IONOS website. The revised terms shall be effective as follows:

- if the revised terms are for (a) any Services which we are adding at the time of the revision, (b) the Privacy Policy, (c) the AUP, (d) any other general terms and conditions, policies, or guidelines applicable to our services, websites or other properties, or (e) any Free Service, then the revised terms shall be effective upon posting (unless we expressly state otherwise at the time of posting); and
- if the revised terms are otherwise for any then-existing Paid Services, then the revised terms shall be effective upon the earlier to occur of (a) fifteen (15) days after posting and (b) if we provide a mechanism for your immediate acceptance of the revised terms, such as a click through confirmation or acceptance button, your acceptance.

By continuing to use or receive the Services after the effective date of any revisions to this Agreement or any Additional Policies, you agree to be bound by the revised Agreement or any revised Additional Policies. It is your responsibility to check the IONOS website regularly for changes to this Agreement or the Additional Policies, as applicable.

2.2 IONOS employees are not authorised to modify the terms of this agreement, either verbally or in writing. If a IONOS employee offers to do so, or to undertake any modifications to your website or Your Content, that employee is not acting as an agent for IONOS or speaking on our behalf. You may not rely on or act in reliance on any such statement or communication from a IONOS employee.

3. TERM, TERMINATION, AND SUSPENSION

3.1 The term of this Agreement ("Term") will commence, and you may begin using the Services, once you agree to the terms and conditions of this Agreement by clicking the "Accept" button and complete the registration process for your account. The Agreement will remain in effect until terminated by you or us in accordance with this Section 3.

3.2 You may terminate this Agreement for any reason, by either (a) providing us written notice of termination in accordance with Section 15 or by (b) closing your account for any Service for which we provide an account closing mechanism. Termination will be effective at the end of the calendar month following your termination.

3.3 We may suspend your right and license to use any or all Paid Services, or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason, at our discretion at any time by providing you thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 15 below.

3.4 We may suspend your Services, or terminate this Agreement in its entirety (and, accordingly, your right to use all Services), for cause effective as set forth below:

3.4.1 Immediately, with or without notice, in IONOS' sole discretion, if: (a) you attempt a denial of service attack on any of the Services; (b) you seek to hack or break any security mechanism on any of the Services or we otherwise believe, in our sole discretion, that your use of the Services poses a security or service risk to us, to any user of services offered by us, to any third-party sellers on any of

our websites, or to any of our or their respective customers or may subject us or any third party to liability, damages or danger; (c) you otherwise use the Services in a way that disrupts or threatens the Services; (d) if you are in default of any payment obligation with respect to any of the Services or if any payment method you have provided to us is invalid or charges are refused for such payment method; (e) we determine, in our sole discretion, there is an over use or increase in your use of the Services; (f) we determine, in our sole discretion, there is evidence of fraud with respect to your account; (g) you use any of the IONOS Content (as defined in Section 6.1) or Marks (as defined in Section 6.2) other than as expressly permitted herein; (h) we receive notice or we otherwise determine, in our sole discretion, that you may be using IONOS Services for any illegal purpose or in a way that breaches the law or breaches, infringes, or misappropriates the rights of any third party; (i) we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has version 5.1 General Terms and Conditions of IONOS Cloud Ltd. page 5 become impractical or unfeasible for any legal or regulatory reason; (j) if you are in breach of the AUP; (k) we determine, in our sole discretion, that you are in breach of any of your representations or warranties as set forth in Section 11 of these terms; or (l) if you breach any other provision of this Agreement, as determined by us in our sole discretion.

3.4.2 Subject to applicable law, your Services shall terminate automatically, without notice to you, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding.

3.5 Effect of Suspension or Termination.

3.5.1 Upon suspension of your Services, , for any reason, (a) fees will continue to accrue for any Services that are still in use by you, notwithstanding the suspension; (b) you remain liable for all fees, charges, and any other obligations you have incurred through the date of suspension with respect to the Services; and (c) all of your rights with respect to the applicable Services shall be terminated during the period of the suspension.

3.5.2 Upon termination of this Agreement for any reason: (a) you remain liable for all fees, charges, and any other obligations you have incurred through the date of termination with respect to the Services; (b) all of your rights under this Agreement shall immediately terminate; and (c) you shall immediately return, or if instructed by us, destroy all IONOS Confidential Information (as defined in Section below) then in your possession.

3.6 In the event this Agreement is terminated for any reason, Sections 3.5, 3.6, 3.7, 3.8, 4.2, 6 (with respect to restrictions), 8 (with respect to payments that are accrued but unpaid at the time of termination), and 9 through 16 will survive any such termination.

3.7 Data Preservation in the Event of Suspension or Termination.

3.7.1 In the event of a suspension by us to your Services for any reason other than a for cause suspension under Section 3.4.1, during the period of suspension, (a) we will not take any action to erase any of your data stored on the Services and (b) applicable Service data storage and other charges will continue to accrue.

3.7.2 In the event of any termination by us of any Service or any set of Services, or termination of

this Agreement in its entirety, other than a for cause termination under Section 3.4.1, (a) we will not take any action to erase any of your data stored on the Services for a period of thirty (30) days after the effective date of termination; and (b) your post-termination retrieval of data stored on the Services will be conditioned on your payment of Service data storage charges for the period following termination, payment in full of any other amounts due us, and your compliance with terms and conditions we may establish with respect to such data retrieval.

3.7.3 Except as provided in Sections 3.7.1 and 3.7.2 above, we shall have no obligation to continue to store your data during any period of suspension or termination or to permit you to retrieve the same.

3.8 Following the suspension or termination of your right to use the Services by us or by you for any reason other than a for cause termination (i.e., a termination under Section 3.2 or under Section 3.3), you shall be entitled to take advantage of any post termination assistance we may generally make available with respect to the Services, such as data retrieval arrangements we may elect to make available. We may also endeavour to provide you unique post-suspension or post-termination assistance, but we shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to you, shall be conditioned upon your acceptance of and compliance with any fees and terms we specify for such assistance.

3.9 Notwithstanding the foregoing, after suspension or termination of your right to use the Services, and the expiration of any time periods set forth in Sections 3.7.1 or 3.7.2, you will no longer have access to your account, and your data, including but not limited to e-mails, log files, databases, or other data files associated with your account, will be deleted. Without limitation to Section 11.5, and notwithstanding the provisions of Sections 3.7.1 and 3.7.2, IONOS accepts no liability for deleted data or content, and does not warrant or represent that you will be able to access, download, or recover such data or content after termination for any reason.

4. AUTHORISATION AND LICENSE TO USE THE SERVICES

Subject to your acceptance of and compliance with this Agreement and with the payment requirements for the Services that are set forth on the applicable Service detail page on the IONOS website (as such payment terms may be updated from time to time), we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable right and license, in and under our intellectual property rights, to access and use the Services, solely in accordance with the terms and conditions of this Agreement.

4.1 Permitted Uses Generally

4.1.1 You may write or develop software, websites, or other online services or technology that you store in, or that interface with, the Services (collectively "Applications"). Applications include machine images containing software applications, libraries, data, and associated configuration settings. You acknowledge that we may change, discontinue, or republish application programming interfaces (APIs) (as defined in Section 6.1 below) for any Service or feature of a Service from time to time, and that it is your responsibility to ensure that calls you make to any Service are compatible with then current APIs for the Service. You further acknowledge that we may change or remove features or functionality of the Services at any time.

4.1.2 You may enable access and use of Your Content by your end users in accordance with the terms of this Agreement. "Your Content" means any Application, data, or other content that you may (a) provide to us pursuant to this Agreement, (b) make available to any end users in conjunction with the Services, or (c) develop or use in connection with the Services. You are responsible for all terms and conditions, privacy policies, and other legal documents and requirements applicable to Your Content.

4.1.3 You may make network calls or requests to the Services at any time that the Services are available, provided that, unless otherwise set forth in the Service Terms applicable to any Service, you (or if you build and release an Application, each installed copy of your Application) may not exceed the limitations and specifications (if any) set forth in the Service Terms for any particular Service.

4.2 Restricted Uses Generally

4.2.1 You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Services.

4.2.2 You may not compile or use the IONOS Services or any other information obtained through the Services for the purpose of spamming, unsolicited contacting of sellers or customers, or other impermissible advertising, marketing, or other activities, including, without limitation, any activities that violate IONOS' antispamming policies and regulations.

4.2.3 You may not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right designation appearing on or contained within the Services.

4.2.4 Subject to the terms and conditions of this Agreement, you may generally publicise your use of the Services; however, you may not issue any press release with respect to the Services or this Agreement without our prior written consent.

Unless otherwise stated in the applicable Service Terms, you may only create one account per e-mail address. When you complete the account creation process, you will be issued unique account identifiers ("Account Identifiers"). Account Identifiers (a) identify your account and (b) allow you to make requests to IONOS. The Account Identifier is immutable and will always uniquely identify your IONOS account. Your Account Identifier is for your personal use only, and you may not sell, transfer, or sublicense your password to any other party. You are responsible for maintaining the secrecy and security of your password. You are fully responsible for all activities that occur under your Account Identifiers, regardless of whether such activities are undertaken by you or a third party. Therefore, you should contact us immediately if you believe a third party may be using your password, or if your password is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including contact information) for your IONOS account. We are not responsible for any unauthorised access to, alteration of, or the deletion, destruction, damage, loss, or failure to store any of Your Content or other data which you submit or use in connection with your account or the Services.

5. ACCEPTABLE USE POLICY AND SERVICE TERMS

You may only use the Services in accordance with the AUP and the applicable Service Terms.

6. LICENSE TO USE THE 1&1 IONOS WORKS

6.1 We may make available to you, for your installation, copying, and/or use in connection with the Services, from time to time, a variety of software, data, and other content and printed and electronic documentation (all such materials except those specifically made available by us under separate license terms, the "IONOS Works"). Subject to your acceptance of this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment if and as required for your right to use the subject Service, we hereby grant to you, without the right to sublicense, a limited, nonexclusive, nontransferable license during the Term, under our intellectual property or proprietary rights in the IONOS Works, only to install, copy, and use the IONOS Works solely in connection with and as necessary for your use of such Services and solely to the extent in compliance with all the terms and conditions of this Agreement. The IONOS Works may include, without limitation:

- Proprietary application programming interfaces ("APIs");
- Developer tools for use in connection with the APIs;
- Articles and documentation for use in connection with the use and implementation of the APIs (collectively, "Documentation");
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance
- criteria relevant to the proper use of a Service and its related APIs and other technology;
- Textual materials made available as part of the Service ("Text Materials"); and
- Other forms of digital content, data, text, images, logos, user interface designs and other creative designs, audio and video (with the Text Materials, collectively, "IONOS Content").

Sample source code that we may make available from time to time for use in connection with the Services ("Sample Source Code") and libraries that we may make available from time to time for use in connection with the Services ("Libraries") will be made available to you under separate license that accompanies each Sample Source Code or Library. Accordingly, the term "IONOS Works," as used herein, specifically excludes any Sample Source Code or Libraries made available to you under separate license.

6.2 Prohibited Conduct

Except as may be expressly authorised under this Agreement:

- You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in or accessed via the IONOS Works.
- You may not, and may not attempt to, reverse-engineer, disassemble, or decompile the IONOS Works or the Services or apply any other process or procedure to derive the source code of any software included in or accessed via the IONOS Works.
- You may not otherwise create derivative works of any the 1&1 Works, including but not limited to the IONOS Content.

6.3 Use of Marks

Your use of any trademarks, service marks, service or trade names, logos, and other designations of IONOS and its affiliates or licensors ("Marks") shall strictly comply with the Trademark Guidelines and

the following provisions. You may use the Marks in conjunction with the display of the IONOS Content and for the purpose of indicating that your Application was created using the Services. You must immediately discontinue use of any Mark as specified by us at any time in writing. We may modify any Marks provided to you at any time, and upon notice, you will use only the modified Marks and not the old Marks. Other than as specified in this Agreement, you may not use any trademark, service mark, trade name, or other business identifier of IONOS or its affiliates unless you obtain IONOS or its affiliates' prior written consent. In addition, you agree not to misrepresent or embellish the relationship between us and you, for example, by implying that we support, sponsor, endorse, or contribute money to you or your business endeavors.

6.4 The rights granted by IONOS in this Agreement with respect to the IONOS Works, the Marks and the Services are nonexclusive, and IONOS reserves the right to: (a) itself act as a developer of products or services related to any of the products that you may develop in connection with your use of the Services; and (b) appoint third parties as developers or systems integrators who may offer products or services which compete with IONOS or your Application.

7. SECURITY

7.1 We strive to keep Your Content secure but cannot guarantee that we will be successful at doing so, given the nature of the Internet. Accordingly, without limitation to Section 4.3 above and Section 11.5 below, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of Your Content, Applications, passwords, and user names. We strongly encourage you, where available and appropriate, to (a) use encryption technology to protect Your Content from unauthorised access, (b) routinely archive Your Content, and (c) keep your Applications or any software that you use or run with our Services current with the latest security patches or updates. Without limitation to Section 11.5, and notwithstanding the provisions of Section 3.7, we will have no liability to you for any unauthorised access or use, corruption, deletion, destruction, or loss of any of Your Content or Applications.

7.2 You acknowledge that you bear sole responsibility for informing IONOS immediately about software vulnerabilities, security incidents, malfunctions and other errors that may have an impact on IONOS and for mitigating them immediately.

7.3 In accordance with the relevant PCI DSS requirements, IONOS acknowledges it is responsible for the physical and network hardware security of the Customer data environment.

8. FEES

8.1 In consideration of your use of any of the Paid Services, you agree to pay applicable fees for Paid Services in the amounts set forth on the respective Service detail pages on the IONOS website (including any minimum subscription fees) via the credit card or other payment mechanism provided by you upon registration (the "Payment Account"). Fees for any new Service or new Service feature will be effective upon posting by us on the IONOS website for the applicable Service. We may increase or add new fees for any existing Service or Service feature, or implement a fee for any previously Free Service or Free Service feature, by giving you 30 days' advance notice. Such notice will be posted on the IONOS website on the Service detail page for the affected Service. You agree that you are responsible for checking the IONOS website each month to confirm whether there are any new fees and their effective date(s). All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT from you,

including without limitation your VAT identification number.

8.2 IONOS will charge the monthly fee and any additional fees to the Payment Account unless specifically provided otherwise, and you agree that IONOS may automatically debit your Payment Account, without further authorisation from you, for any renewal term, additional services, or any other fees or expenses applicable to your use of the Services, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. We may add, delete, or modify the methods by which customers can make payments for the Services at any time without prior notice, in our sole discretion, Payments processed by third- party payment processors are subject to those processor's terms and conditions of service, and IONOS makes no representations or warranties with respect to those services. All amounts payable by you under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, you shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority. All Fees must be paid in GBP.

8.3 From time to time, we may offer free or discounted pricing for other usage of certain Services (each a "Special Pricing Program"). After a Special Pricing Program ends, normal charges will apply. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) we impose in connection with the Special Pricing Program as described on the Service specific detail pages on the IONOS website. You may not sign up for multiple IONOS accounts in order to receive additional benefits under a Special Pricing Program. We may immediately terminate any account that we determine, in our sole discretion, is established or used to avoid the terms, restrictions, or limitations applicable to a Special Pricing Program. Any data stored as part of a Special Pricing Program must be actively used.

8.4 Fees are not refundable unless provided otherwise by applicable local law. IONOS may, in its sole discretion, refund other amounts as it deems necessary or advisable.

8.5 IONOS may charge interest on all overdue amounts.

8.6 We reserve the right to pass your debt onto a third party debt recovery agent and you agree to pay all costs of collection, including reasonable legal fees and costs.

9. CONFIDENTIALITY

9.1 You shall not disclose IONOS Confidential Information during the Term or at any time during the three (3)-year period following the end of the Term. As used in this Agreement, "IONOS Confidential Information" means all confidential information disclosed by us, our business partners, or our or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. IONOS Confidential Information includes, without limitation, (a) confidential information relating to our or our business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs (including, but not limited to, any information about or involving one of our so-called beta tests or a beta test product that you obtain as a result of your participation in such beta test), (b) third-party information that we are obligated to keep confidential, and (c) the nature, content, and existence of any discussions or

negotiations between you and us. Confidential Information does not include any information described in Section 9.2 or any information that you are required to disclose by law.

9.2 Notwithstanding any other provision in this Agreement, you shall not have any confidentiality obligation to us under Section 9.1 above, with respect to any information provided or made available by us hereunder, and we shall not have any confidentiality or non-use obligation to you hereunder with respect to any information, software application, data, or content provided or made available by you hereunder that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the receiving party.

9.3 If you and we are parties to a separate nondisclosure agreement ("Stand-Alone NDA") and there is a conflict between the terms of the Stand-Alone NDA and the terms of this Section 9, the terms of the Stand-Alone NDA shall control.

10. INTELLECTUAL PROPERTY

10.1 Other than the limited use and access rights and licenses expressly set forth in this Agreement, we reserve all right, title, and interest (including all intellectual property and proprietary rights) in and to: (a) the IONOS website, (b) the Services; (c) the IONOS Works; (d) the Marks; and (e) any other technology and software that we provide or use to provide the Services and the IONOS Works. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the IONOS website, the Services, the IONOS Works, the Marks, or other technology and software (including third-party technology and software), except for the limited use and access rights described in this Agreement.

10.2 Your Applications, Data, and Content. Other than the rights and interests expressly set forth in this Agreement, and excluding IONOS Works and works derived from IONOS Works, you reserve all right, title, and interest (including all intellectual property and proprietary rights) in and to Your Content. We will not disclose Your Content, except: (a) if you expressly authorize us to do in connection with your use of the Services; (b) as necessary to provide the Services to you; or (c) as IONOS deems necessary, in its sole discretion, to comply with the Agreement or the request of a governmental or regulatory body, court orders, or other legal authority.

10.3 In the event you elect, in connection with any of the Services, to communicate to us suggestions for improvements to the Services, the IONOS Works, or the Marks (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title, and interest in and to the Feedback to us and agree to provide us such assistance as we may require documenting, perfect, and maintaining our rights to the Feedback.

10.4 During and after the term of the Agreement, with respect to any of the Services that you elect to use, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third-party sellers on websites operated by or on behalf of us), licensors, sub-licensees, or transferees, any patent infringement or other intellectual property infringement claim with respect to such Services. Without limitation to Section 12, you agree to indemnify and hold harmless IONOS for any costs or

expenses resulting from your failure to comply with this Section 10.4, including reasonable legal fees and costs.

11. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS; LIMITATIONS OF LIABILITY

11.1 You represent and warrant that you will not use the Services, IONOS Works, and/or your Application and Your Content: (a) in a manner that infringes, breaches, or misappropriates any rights of us or any third party; (b) to engage in spamming or other impermissible advertising, marketing, or other activities, including, without limitation, any activities that breach anti-spamming regulations;; (c) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms, or other data that are subject to export; (d) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; and/or (e) in any manner in breach of IONOS' AUP.

11.2 You represent and warrant: (a) that you are solely responsible for the development, operation, and maintenance of Your Content, including without limitation, the accuracy, security, appropriateness and completeness of Your Content and all product-related materials and descriptions; (b) that you have the necessary rights and licenses, consents, permissions, waivers, and releases to use and display Your Content; (c) that Your Content (i) does not breach, misappropriate, or infringe, any rights of us or any third party, (ii) does not constitute defamation, invasion of privacy, or publicity, or otherwise breach any rights of any third party, or (iii) is not designed for use in any illegal activity or to promote illegal activities, including, without limitation, use in a manner that might be libelous or defamatory or otherwise malicious, illegal, or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) that Your Content does not contain any unauthorised data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code (collectively "Harmful Components"); (e) that Your Content and use of the Services is and will at all times be in compliance with relevant laws; and (f) to the extent to which you use any of the Marks, that you will conduct your business in a professional manner and in a way that reflects favorably on the goodwill and reputation of IONOS .

11.3 You represent and warrant that you will not use, and will not authorise any third party to use, any Public Software in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any IONOS Works or Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. With respect to any Feedback, you represent and warrant that such Feedback, in whole or in part, contributed by or through you, (a) contains no third-party software or any software that may be considered Public Software and (b) does not breach, misappropriate, or infringe any intellectual property rights of any third party. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation, or other material that is distributed as free software, open source software, or similar licensing or distribution models, including, but not limited to software, documentation, or other material licensed or distributed under any licenses. (h) the Apache License.

11.4 You represent and warrant that: (a) the information you provide in connection with your registration for the Services is accurate and complete; (b) if you are registering for the Services as an individual, you are at least 18 years of age and have the legal capacity to enter into this Agreement; and (c) if you are registering for the Services as an entity or organisation, (i) you are duly authorised

to do business in the country or countries where you operate, (ii) the individual clicking "Accept" on this Agreement and completing the registration for the Services meets the requirements of subsection (b) above and is an authorised representative of your entity, and (iii) your employees, officers, representatives, and other agents accessing the Services are duly authorised to access the Services and to legally bind you to this Agreement and all transactions conducted under your account. Notwithstanding the foregoing, IONOS reserves the right to refuse service or additions to existing services to any customer or potential customer, for any reason or no reason whatsoever.

11.5 Disclaimers

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR AS OTHERWISE AGREED TO IT, IONOS SHALL NOT COMPENSATE YOU OR GIVE YOU ANY CREDITS FOR ANY PROBLEMS YOU MAY ENCOUNTER. THE SERVICES MAY BE TERMINATED AT ANY TIME PURSUANT TO SECTION 1. WITHOUT LIMITING THE FOREGOING, IONOS WORKS, THE MARKS, THE SERVICES, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS, AND OTHER DATA OR INFORMATION PROVIDED BY US OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS." WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICE OFFERINGS WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITHIN THE SERVICE OFFERINGS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY PAYMENT SERVICES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11.6 In addition to the foregoing, we specifically disclaim all liability, and you shall be solely responsible for the development, operation, and maintenance of your Application (including any Bundled Application) and for all materials that appear on or within your Application and you agree that you shall, without limitation, be solely responsible for:

11.6.1 the technical operation of your Application and all related equipment;

11.6.2 the accuracy and appropriateness of any materials posted on or within your Application (including, among other things, any product-related materials);

11.6.3 ensuring that any materials posted on your site or within your Application are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal, or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;

11.6.4 ensuring that your Application accurately and adequately discloses, either through a privacy

policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognise cookies on visitors' browsers;

11.6.5 any of your users' or customers' claims relating to your Application or any Services utilized in connection with your Application; and

11.6.6 your election to utilise sample code and libraries that may be made available on the IONOS website, many of which may be provided by third parties and many of which we have not tested or screened in any way.

11.7 The IONOS website and/or the Services may contain links to websites that are not under our control ("Third-Party Sites"). We are not responsible for the contents or functionality of any Third-Party Sites or any website that can be accessed via links on any Third-Party Site. We provide these links to you as a convenience and the inclusion of any such links does not constitute or imply our endorsement or validation of any Third-Party Site.

11.8 NEITHER WE NOR ANY OF OUR AFFILIATED COMPANIES OR LICENSORS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (c) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

12. INDEMNIFICATION

12.1 You agree to indemnify, defend, and hold us, our affiliates, and licensors, each of our and their business partners (including third-party sellers on websites operated by or on behalf of us) and each of our and their respective employees, officers, directors, and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable legal fees), arising out of or in connection with any claim arising out of: (a) your use of the Services and/or IONOS Works in a manner not authorised by this Agreement, and/or in breach of the applicable restrictions, Additional Policies, and/or applicable law; (b) Your Content, or the combination of either with other applications, content, or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights, and/or the use, development, design, manufacture, production, advertising, promotion, and/or marketing of Your Content; (c) your breach of any term or condition of this Agreement or any applicable Additional Policies, including without limitation, your representations and warranties and your agreement to the jurisdiction, venue, and choice of law provisions herein; or (d) you or your employees' or personnel's negligence or misconduct.

12.2 We agree to promptly notify you of any claim subject to indemnification, provided that our failure to promptly notify you shall not affect your obligations hereunder except to the extent that our failure to promptly notify you delays or prejudices your ability to defend the claim. At our option, you will have the right to defend against any such claim with counsel of your own choosing (subject to our written consent) and to settle such claim as you deem appropriate, provided that you shall not enter into any settlement without our prior written consent and provided that we may, at any time, elect to take over control of the defense and settlement of the claim.

13. DISPUTES

13.1 THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OF THE IONOS Cloud Ltd. SERVICES, YOUR VISIT TO THE IONOS WEBSITE, OR TO PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY IONOS OR ITS AFFILIATE IS THE COURTS OF ENGLAND AND WALES. . You further agree that IONOS shall be entitled to collect its legal fees, costs and other expenses in the event that IONOS acts to enforce this clause, regardless of whether IONOS prevails in the underlying action.

13.2 Notwithstanding anything to the contrary, we may seek injunctive or other relief in court for any actual or alleged infringement of IONOS or any third party's intellectual property and/or proprietary rights. You further acknowledge that our rights in the IONOS Works are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

13.3 By using the Services, you agree to the laws of England and Wales.

14. NOTICES

14.1 Except as otherwise set forth herein, notices made by us to you under this Agreement that affect our customers generally (e.g., notices of updated fees, etc.) will be posted on the IONOS website. Notices made by us under this Agreement for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via the email address provided to us in your registration for the Services or in any updated email address you provide to us in accordance with standard account information update procedures we may provide from time to time. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.

14.2 For notices made by you to us under this Agreement and for questions regarding this Agreement or the Services, you may contact support@cloud.ionos.co.uk or by mail as follows:

14.3 All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

15. MISCELLANEOUS PROVISIONS

15.1 Third-Party Activities

If you authorise, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you shall be deemed to have taken the action yourself.

15.2 Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

15.3 Waivers

The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing and signed by an authorized officer of IONOS to be effective.

15.4 Successors and Assigns

This Agreement will be binding upon, and to the benefit of, the parties and their respective successors and assigns.

15.5 Limitations on Assignment

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you. IONOS may assign, subcontract or license any or all of its rights and/or obligations hereunder.

15.6 Not for the Benefit of Third Parties

These terms and conditions do not create any legal rights enforceable by or for the benefit of any third party

15.7 Entire Agreement

This Agreement incorporates by reference all policies and guidelines posted on the IONOS website and constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and us, whether written or oral, regarding such subject matter

15.8 No Endorsement

You understand and acknowledge that we are not certifying or endorsing, and have no obligation to certify or endorse, any of your Applications or Your Content.

15.9 Relationship

Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership, or any employer/employee or fiduciary or franchise relationship between you and us (or any of our affiliates).

15.10 By using Managed Kubernetes, the customer grants support temporary read access to their Kubernetes cluster. This access is exclusively for the provision of support services if a customer requests this support. The access is limited to the purpose of diagnosing and/or solving possible problems.

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THE IONOS ACCEPTABLE USE POLICY (“AUP”)

Your services may be suspended or terminated for violation of this AUP in accordance with the IONOS General Terms and Conditions. Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

1. Abuse

You may not use the Enterprise Cloud Network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of IONOS or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using e-mail addresses, screen names, or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting; Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; or
- Abusive behavior, defamation of, threats against, or other behavior which, in IONOS sole discretion, harms IONOS or IONOS employees, officers, affiliates, or other agents.
- Any conduct that is likely to result in retaliation against the Enterprise Cloud network or Web site, or IONOS employees, officers, affiliates, or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

2. Excessive Use of System Resources

You may not use your Service in a way that unnecessarily interferes with the normal operation of IONOS Cloud Ltd. services generally. In such circumstances, we may require you to repair abnormalities in your code if the operation of the code unnecessarily conflicts with other customers' use of their services.

3. Bulk or Commercial E-Mail

You must obtain IONOS advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that:

- your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure; your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and the IONOS Cloud's requests to produce consent evidence within 72 hours of receipt of the request;
- you have procedures in place that allow a recipient to revoke his or her consent—such as a link in the body of the e-mail, or instructions to reply with the word “Remove” in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- you must post an e-mail address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- you must have a Privacy Policy posted for each domain associated with the mailing;
- you have the means to track anonymous complaints;
- you must not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the “TO” line of the e-mail;
- you must not attempt to send any message to an e-mail address if three (3) consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than 15 days;
- these policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third-party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you;

IONOS may, but is under no obligation to test and otherwise monitor your compliance with its requirements and relevant laws, including requesting opt-in information from a random sample of your list at any time. In addition, IONOS may block the transmission of email that violates these provisions.

4. Authenticated Simple Mail Transfer Protocol Policy

In addition to the requirements above, you may not send e-mail messages of similar content through IONOS' SMTP servers to more than 250 recipients. Attempts to circumvent this restriction by breaking up bulk e-mail over time, using multiple accounts, or other means will be a violation of this restriction.

IONOS may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP in accordance with the Terms of Service.

5. Mail Relays

Generally, we do not allow bulk or commercial e-mail to be sent to more than 5,000 users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

6. Vulnerability Testing

You may not attempt to probe, scan, penetrate, or test the vulnerability of a IONOS system or network or to breach IONOS' security or authentication measures, whether by passive or intrusive techniques, without IONOS' express written consent.

7. Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group, or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your IONOS Cloud Ltd. services.

8. Offensive Content

You may not publish, transmit, or store on or via IONOS' network and equipment any content or links to any content that IONOS , in its sole discretion, believes:

- constitutes, depicts, fosters, promotes, or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person or entity;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's or entity's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to IONOS; or
- is otherwise malicious, is otherwise fraudulent, or may result in retaliation against IONOS by offended viewers, in IONOS' sole discretion.

Content “published or transmitted” via IONOS' network or equipment includes web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

9. Copyrighted Material

You may not use IONOS' network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is IONOS' policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

10. Other

You must have valid and current information on file with your domain-name registrar for any domain hosted on IONOS network.

- You may only use IP addresses assigned to you by IONOS in connection with your IONOS Cloud Ltd. services.
- You agree that if IONOS IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and IONOS may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

You agree that we may quarantine or delete any data stored on a shared system if we believe, in our sole discretion, the data are infected with a virus, or are otherwise corrupted, and have the potential to infect or corrupt the system or other customers' data that are stored on the same system.

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11. Contacting Us

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to IONOS at support@cloud.ionos.co.uk or by mailing

IONOS Cloud Ltd.
Discovery House
154 Southgate Street
Gloucester
GL1 2EX
United Kingdom

TERMS AND CONDITIONS REGARDING 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 IONOS (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 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. OWNERSHIP OF PRODUCTS

The Products are licensed to Customer 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. 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 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. NO 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 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.