

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

Version Date 22 June 2009

This document concerns your use of Microsoft software, which includes computer software provided to you by OVH as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually and collectively “SOFTWARE PRODUCTS”). OVH does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which OVH needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with OVH, and to your understanding of, compliance with and consent to the following terms and conditions, which OVH 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,” or other electronic device.

“Server Software” means software that provides services or functionality on a computer acting as a server.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

2. OWNERSHIP OF SOFTWARE PRODUCTS.

The SOFTWARE PRODUCTS are licensed to OVH from an affiliate of the Microsoft Corporation (“Microsoft”). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE 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 SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE.

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

4. USE OF REDISTRIBUTION SOFTWARE.

In connection with the services provided to you by OVH, 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 OVH, WHICH TERMS MUST BE PROVIDED TO YOU BY OVH. 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 OVH.

5. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a)

make one (1) copy of Client Software on your Device as expressly authorized by OVH; 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 OVH, upon notice from OVH or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the SOFTWARE 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 SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

8. TERMINATION.

Without prejudice to any other rights, OVH may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.

ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY OVH AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT.

Any product support for the SOFTWARE PRODUCTS is provided to you by OVH and is not provided by Microsoft or its affiliates or subsidiaries.

11. NOT FAULT TOLERANT.

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS.

The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13. LIABILITY FOR BREACH.

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