



Contract Number

10-80

SAP Number

Information Services Department

Department Contract Representative Jennifer Mancebo
Telephone Number 909-388-5579

Contractor Microsoft Corporation
Contractor Representative N/A
Telephone Number N/A
Contract Term Perpetual
Original Contract Amount Non-Financial
Amendment Amount N/A
Total Contract Amount N/A
Cost Center 1200704048

Briefly describe the general nature of the contract: *Microsoft Store for Business and Education Services Agreement with Microsoft Corporation for a free, internet-based service that allows the County to acquire and manage Microsoft products and services.*

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ Bonnie Uphold
Bonnie Uphold, County Counsel

Date 1-29-20

Reviewed for Contract Compliance
▶ _____

Date _____

Reviewed/Approved by Department
▶ _____

Date _____

MICROSOFT STORE FOR BUSINESS AND EDUCATION SERVICES AGREEMENT

Effective Date: December 1, 2017

The Store for Business and Education is an Internet-based service that allows you to acquire and manage products and services for use by employees, contractors, agents, students, or other persons affiliated with your organization, in each case, who have a valid work or school account with Microsoft ("**End Users**"), for the organization's internal purposes under the terms and conditions of this Agreement. This Microsoft Store for Business and Education Services Agreement ("**Agreement**") is between Microsoft Corporation (or the Microsoft subsidiary in the region where you live as designated or assigned by Microsoft Corporation) ("**Microsoft**", "**we**", "**us**", or "**our**") and:

- i. You, acting in your capacity as an individual employee (if you are not an Admin (as defined in Section 2(a) below)); or
- ii. the organization you represent (if you are an Admin (as defined in Section 2(a) below) ("**you**", or "**your**").

By clicking "accept", you accept and agree to these terms and conditions on your behalf or, if you are an Admin, on behalf of your organization. As an Admin, you represent that you have the legal authority to enter into this agreement on your organization's behalf and to bind your organization to its terms. You further agree that you or your End Users' use of the Microsoft Store on Windows, however branded, to download, install, and use applications and content acquired by you through the Store is subject to the applicable Windows license and Microsoft Store on Windows services agreement. To the extent that there is any conflict between the terms of this Microsoft Store for Business and Education Services Agreement and the Microsoft Store on Windows terms, the terms of this Microsoft Store for Business and Education Services Agreement will prevail.

1. Individual Employee or Faculty Member. This section pertains specifically to an individual employee or faculty member, acting in the capacity of an employee, but not as an Admin.

- a. To be eligible to use the Store, you must have an email address or other identity that is provided by your organization. If there is a question about whether an individual is eligible, Microsoft retains the right to determine eligibility in its sole discretion.
- b. **WHEN YOU USE CREDENTIALS PROVIDED BY YOUR ORGANIZATION TO ACCESS THE STORE, AN ADMIN FOR YOUR ORGANIZATION MAY: (I) CONTROL AND ADMINISTER YOUR ACCOUNT WITH THE STORE ("USER ACCOUNT"); (II) ACCESS AND PROCESS YOUR DATA, INCLUDING THE RECORDS OF YOUR**

TRANSACTIONS IN THE STORE; AND (III) TERMINATE YOUR ACCESS TO PRODUCTS OR SERVICES THAT YOU PURCHASED THROUGH THE STORE. TO AVOID INCURRING ADDITIONAL CHARGES, YOU MAY WISH TO TERMINATE SUBSCRIPTIONS TO WHICH YOU NO LONGER HAVE ACCESS (AS SET FORTH IN SECTION 3.G) OR NO LONGER NEED INDIVIDUAL ACCESS IF THE SERVICE HAS BEEN MADE AVAILABLE TO YOU BY YOUR ADMIN.

- c. You understand that you are responsible for conducting yourself in accordance with this Agreement and your organization's policies.
- d. From time to time, you may be asked to confirm the validity of your organization identity, and if your organization identity is not confirmed as valid, your access will be removed and we may delete information or data associated with your User Account, or otherwise disassociate it from you. We are under no obligation to retain or return associated data to you after your User Account has been removed

2. Qualified Administrators. In this Section 2, "you" or "yours" refers to an Admin (as defined below). In all other Sections of this Agreement, unless expressly stated otherwise, "you" and "yours" refers to both Admins and employees or faculty members who are not Admins.

- a. **Eligibility.** To be eligible to be an administrator of an organization for purposes of the Store ("Admin"), you must either verify that (i) you are authorized to act as a "Global Admin" on behalf of the organization that owns the credentials that you use to access the Store (through that organization's Azure Active Directory), or (ii) you have been authorized as an Admin for the Store by your organization's Global Admin or other administrator with authority to delegate you as an Admin. If there is a question about whether you are eligible to be an Admin, Microsoft retains the right to determine eligibility in its sole discretion.
- b. **Admin Assumption of Control.** If you qualify as an Admin, you will obtain control of all End User access to the Store and ability to view and manage employee purchases, which may include taking control of End User purchases from the Store. As a Tenant Admin, in addition to the rights listed above, you also will obtain control of all User Accounts associated with your organization, including without limitation, domain management, and capability to terminate a User Account and/or delete an End User's data.

3. Use of the Store, Applications, and Digital Goods.

- a. **Access to the Store.** You are responsible for maintaining the confidentiality of any non-public authentication credentials and payment information associated with your use of the Store. You must promptly notify Microsoft's customer support team of any possible misuse of your organization's accounts or authentication credentials or payment information or any security incident related to the Store or any product or

service acquired through the Store. Your organization may designate one or more Admins to manage the organization's use of the Store. Except as expressly prohibited by law, actions taken by an Admin using the organization's credentials will be binding upon the organization.

- **b. Licensing of Applications and Digital Goods.** Through the Store, Microsoft may enable you to purchase, rent, or otherwise acquire books and other content in digital form (which are "Digital Goods" as defined in the Microsoft Services Agreement) as well as applications on behalf of End Users. Digital Goods and applications made available through the Store are licensed, not sold, to you. Applications are licensed to you under the Standard Application License Terms (the "**SALT**", which are available at <http://go.microsoft.com/fwlink/?LinkId=530144>), unless different license terms are provided with the application or in a separate agreement, in which case those terms will apply. Digital Goods are licensed to you under the usage rules for digital goods (available at <http://go.microsoft.com/fwlink/p/?LinkId=723143> or successor URL) (the "Rules"), unless different license terms are provided with the application or in a separate agreement, in which case those terms will apply. When a third party is the application publisher or the company from which you acquire a Digital Good ("**Publisher**"), Microsoft is not a party to the terms between you and the Publisher and is not bound by those terms. If you have engaged a Publisher to provide applications or Digital Goods directly to your private store, your use and distribution of such application(s) or Digital Goods will be governed by the terms agreed between you and such Publisher. Microsoft is not responsible for any issues arising out of your use of Publisher's applications or Digital Goods. Microsoft is not responsible for information provided by Publisher.
- **c. Responsibility for End Users** You control access by End Users, and are responsible for your End Users' use of the Store, the Microsoft Store on Windows, and products and services acquired through the Store, in accordance with the terms of this Agreement and the terms applicable to the products and services. **If you make any products or services available to students, you are responsible for ensuring that the products or services you allow your End Users to access are compliant with your school's regulatory commitments or policies, which may include acquiring parental consent for a student End User's access to such products or services and ensuring that only age appropriate content is distributed to student End Users.**
- **d. Privacy and Data Collection.**
 - i. If you purchase or use products or services through the Store, Microsoft may share with the Publisher your contact information and details about the transaction, if necessary. You are responsible for obtaining any necessary consent of affected contact persons.

- ii. The Microsoft Privacy Statement (available at <http://go.microsoft.com/fwlink/?LinkId=521839>) describes the types of data we collect and how we use that data.
 - iii. The Publisher's privacy policy for each product or service available through the Store, if any, is accessible from the product description page in the Store.
 - iv. You are responsible for complying with all applicable laws and regulations relating to the collection, use and processing of personal data in connection with your End Users' use of the Store and products and services acquired through the Store, including obligations to inform your End Users of and obtain consent to the terms of applicable privacy policies. To the full extent of your authority to do so under applicable law, you consent to the Microsoft Privacy Statement and the privacy policies of Publishers on behalf of your End Users.
- e. **Permissions for Microsoft Store on Windows Applications and Digital Goods; Compatibility.** Many applications are designed to take advantage of specific hardware and software features of the device on which they are installed. For various reasons, applications from the Store may not install or run on all Windows devices. An application's use of certain hardware and software features may give the application or its related service access to data. Information about device compatibility and features that an application uses is provided on the application's product description page in the Store and the Microsoft Store on Windows. Please check the product description prior to purchase to verify that the application is compatible with the device(s) on which you intend to install it. You are responsible for providing relevant information to End Users if you distribute applications outside the Microsoft Store on Windows.
- f. **Updates.** The Microsoft Store on Windows will automatically download and install application updates. End Users or Tenant Admin can opt out of automatic application updates by changing Microsoft Store on Windows settings. Microsoft may also offer centralized control over application updates on organization devices via device management tools. Updated applications may use Windows hardware and software features that differ from the previous versions, which may give those applications access to different types of data. You should periodically review the product description pages for products and/or services and inform End Users of relevant changes.
- g. **Service, Application, and Digital Good Availability.** We may remove or change features or functionality of the Store at any time. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any products or services previously licensed. Some products or services may stop working if the Windows device on which they are installed is updated or modified or

if an End User attempts to use them on a different type of Windows device. In some circumstances, applications or Digital Goods that have been previously downloaded on individual devices may be disabled. You may be responsible for removal of the disabled application or Digital Good from devices on which it is installed.

- **g. Application Content.** Some applications may contain advertising, promotions, or other commercial messages. Some applications may include in-app purchases. Any in-app purchases made by End Users using personal accounts will be licensed to those accounts and not to their work or school account with Microsoft.

4. Billing and Payment; Taxes

- **a. Charges.** If there is a charge associated with any products or services that you acquire via the Store, you agree to pay that charge in the currency specified. Without prejudice to our other rights and remedies, and to the extent not prohibited by applicable law, we may suspend or cancel your access to the Store or to products or services you ordered through Store if we do not receive an on time, full payment from you. All payments will be made by you in full, without deduction, set-off or counterclaim, unless required by applicable law.
- **b. Taxes.** You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed with respect to any products or services acquired under this Agreement and which we or the Publisher are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of products and services by you to your Affiliates or your employees in other geographic jurisdictions.
- **c.** If any such taxes are required to be withheld or otherwise deducted from the amounts payable by you to us, the amounts so payable shall be increased to the extent necessary so that after such withholdings or deductions we receive a net amount equal to the amount we would have received under this Agreement if no such withholdings or deductions had been made. Manage your organization's details such as address and tax identification numbers on its account information page (available at: <https://businessstore.microsoft.com/accountinfo>).
- **d. Tax Exemption.** If your purchase is made on behalf of a tax-exempt organization, please contact customer support (available at: <https://businessstore.microsoft.com/support>) to provide proof of tax-exempt status for the locale where the product is purchased. For a purchase to qualify for sales tax exemption based on the organization's status, the purchase must be paid for directly with organizational funds and an exemption certificate must be provided as necessary.

- e. **Your Billing Account.** To pay the charges for Store content, you agree to either provide a payment method or, if available, to choose to be invoiced. You can access and change your billing account information and payment method (available at: <https://businessstore.microsoft.com/manage/payments-billing/>). Additionally, you agree to permit Microsoft to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to keep your billing account and contact information current at all times. Changes made to your billing account won't affect charges we submit for payment to your billing account before we could reasonably act on your changes to your billing account.
- f. **Billing.** By providing Microsoft with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize Microsoft to charge you for the products or services that you order using your payment method; and (iii) authorize Microsoft to charge you for any paid products or services that you choose to sign up for or use while this Agreement is in force.
- g. **Invoicing.** If applicable, you may choose to be billed via invoice. Microsoft will send invoices, electronically or otherwise, to the contact provided for your organization. Each invoice will identify the amounts payable by organization to Microsoft for the time period corresponding to the invoice. Organization will pay all invoices (taking into account any corrections agreed to by the parties following a discrepancy report) within thirty (30) days following the invoice date. All check, wire, or Electronic Funds Transfer (EFT) payments received in Microsoft's bank account will be matched to open invoices and cleared accordingly.
- h. **Recurring Payments.** When you purchase access to products or services on a subscription basis (e.g. monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment for the agreed subscription period, and payments shall be made to Microsoft by the method you have chosen at the recurring intervals you have agreed to, until the subscription is terminated by you or by Microsoft in accordance with the subscription terms. If you cancel your subscription earlier than the agreed term, you may be charged an early termination fee, if permitted by applicable law. By authorizing recurring payments, you are authorizing Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), as charges to your designated account (in the case of credit card or similar payments) (collectively, "**Electronic Payments**"), or you may choose to be invoiced. Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return

item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment or to send you an invoice for the amount due.

- **i. Late Payment.** Microsoft may, at its option and if permitted by applicable law, assess a finance charge on late payments due which are outstanding more than thirty (30) days past the due date for payment: (i) at the rate of 1% of the total amount payable; and, in addition, (ii) a finance charge of up to two percent (2%) of the total amount payable, in each case calculated and payable monthly (or the legal maximum, if less).
- **j. Refunds. Except for books, which cannot be cancelled or returned,** you may cancel orders and request a refund within thirty (30) days after the date of the order through the order history portal (available at: <https://businessstore.microsoft.com/orderhistory>). A cancelled order will be refunded to the payment method used for the order. If the order was placed via invoice, organization's credit line will be credited the amount of the purchase. All licenses must be unassigned or reclaimed from End Users for the order to be cancellable. No cancellations or refunds may be requested through the order history portal after thirty (30) days. Microsoft reserves the right to remove organization's ability to cancel orders through the order history portal if organization engages in excessive order cancellation.
- **k. Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.

5. Requirements.

- **a. Internal Commercial Use and Restricted Conduct.** The Store offers products and services for license on a volume basis for your internal use only by authorized End Users. You may not distribute products or services, or permit them to be used, outside of your organization. You will not (i) use, modify, adapt, alter, or translate the Store, except as otherwise expressly allowed in this Agreement or otherwise allowed by applicable law; (ii) use the Store as a service bureau to process third party data as a service for the benefit of any third party; or (iii) sublicense, lease, rent, loan, sell, resell, distribute, or otherwise transfer products or services or the Store, except as otherwise expressly allowed in this Agreement. You may not use the Store in a manner that might (i) interfere with anyone else's use of it or to gain access to any service, data, account, or network or (ii) damage or impair the Microsoft Store on

Windows, the Store, or networks connected to the Microsoft Store on Windows or the Store.

- **b. Geographic Limitations.** The products and services offered in the Store may vary based on region or country. You agree that you will not distribute any products or services outside of the regions permitted by the Publisher, as listed in the Store's product description page. You are solely responsible for any issues that may result from failure to follow this requirement including, but not limited to, allegations of infringement of intellectual property rights or of non-compliance with: (i) data protection, privacy, and other laws related to collection and use of personal information; (ii) telecommunications laws; (iii) content regulations; (iv) consumer protection and marketing laws.
- **c. Compliance with Applicable Law.** You, and not Microsoft, are responsible for you and your End Users' compliance with all applicable laws and regulations in connection with your use of the Store.

6. Reporting Requirements and Audit Rights. You agree to keep complete and accurate records of the products and services licensed, and You must assess your acquisition, usage, and distribution of such products and services each calendar quarter. If during any calendar quarter the number of copies of any products or services distributed exceeds the number of copies licensed, without prejudice to Microsoft's other rights and remedies, your organization must pay Microsoft for all such additional licenses within 10 days after the end of such calendar quarter. Upon request, which will be no more than twice in any calendar year, Your organization will provide to Microsoft a report detailing the number of copies of each product or service licensed and assigned to End Users to date. Microsoft may audit organization's acquisition, distribution and use of applications through the Service to verify and ensure organization's compliance with the terms and conditions of this Agreement and (without prejudice to Microsoft's other rights and remedies) bill organization for any underreported or unpaid usage.

7. Termination Rights. To the extent not prohibited by applicable law, we may cancel or suspend your ability to use all or part of the Store or terminate this Agreement for breach of this or any other agreement between you and Microsoft, accessing or attempting to access the Store or products and services via fraudulent means, or in the event we cease providing the Store or applicable part(s) thereof. If we cancel your User Account or credentials, your right to use the Store stops immediately, but you are still required to pay all charges already incurred through that account. You have the option to cease accessing and using the Store at any time, although you will remain responsible for payment of all then-current and future amounts that you are required to pay pursuant to this Agreement subject to applicable law.

8. No Warranties. MICROSOFT, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS IN THIS AGREEMENT WITH RESPECT TO YOUR USE OF THE STORE. YOU UNDERSTAND THAT USE OF THE STORE IS AT YOUR OWN RISK AND THAT EXCEPT IN

CASES IN WHICH WE HAVE HIDDEN DEFECTS IN BAD FAITH OR DEFECTS HAVE RENDERED USE OF THE STORE IMPOSSIBLE, WE PROVIDE THE STORE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE STORE. MICROSOFT DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE STORE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE, BUT WE GRANT NO OTHER WARRANTIES. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE STORE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.

9. Exclusions and Limitation of Liability. To the extent not prohibited by applicable law:

- **a. Microsoft shall not be liable for any third-party content you obtain through the Store, including applications or services provided by third parties..**
- **b. Any statutory no-fault liability of Microsoft, including statutory liability for breach of warranty, shall remain unaffected by the limitation of liability. The same shall apply to liability of Microsoft, its vicarious agents and/or its legal representatives in the event of fraud, willful misconduct or gross negligence, or liability resulting in personal injury or death.**
- **c. Microsoft shall only be liable for simple negligence if material obligations of the Agreement have been violated by Microsoft, and then only for foreseeable damages typical for this type of contract. Microsoft's aggregate liability for such damages is limited to no more than \$1,000.00 USD.**
- **d. Without prejudice to any of the above, you cannot recover any damages for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if Microsoft knew they were possible or reasonably foreseeable.**
- **e. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to this Agreement, the Store, or the software related to the Store.**

Microsoft is not responsible or liable for any failure to perform or delay in performing its obligations under this Agreement to the extent that the failure or delay is caused by circumstances beyond Microsoft's reasonable control (such as labor disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). Microsoft will endeavor to minimize the effects of any of these events and to perform the obligations that aren't affected. Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

10. Indemnity. To the maximum extent permitted by law, you agree to defend, indemnify and hold Microsoft, its affiliates, Publishers, and their respective officers, directors, shareholders, employees, representatives and agents harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) the use of the Store and any products or services by you or your End Users; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law, rule, or regulation; (v) your failure to obtain any requisite agreement, permission, consent, or release from or on behalf of any End User; or (vi) any other claims brought by End Users arising out of or in connection with any acts or omissions by or on your behalf.

11. Miscellaneous.

- a. **Assignment.** Admin may sublicense the right to use the Store to organization Affiliates, but Affiliates may not sublicense these rights. Organizations are responsible for their Affiliates' compliance with this Agreement. Admin must notify Microsoft promptly if any Affiliate ceases to be an Affiliate of the organization. For purposes of this Agreement, "Affiliate" means any legal entity that a party owns, or is owned by, or that is under common ownership with that party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. Microsoft may assign this Agreement to an Affiliate (Microsoft Corporation or one of its subsidiaries).
- b. **Severability.** If any part of this Agreement is held unenforceable, the rest remains in full force and effect.
- c. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.
- d. **No Agency.** This Agreement does not create an agency, partnership, or joint venture.
- e. **No third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement and it is not enforceable by any other person.

- **f. Applicable Law and Venue.** This Agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a Federal Agency, this Agreement is governed by the laws of the United States, including but not limited to the Contracts Disputes Act, and (ii) if you are a State/Local, this Agreement is governed by the laws of that State. Any action to enforce this Agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- **g. Changes to this Agreement.** We may change the terms of this Agreement from time to time. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Store after the date the change becomes effective, you consent to the changed terms. If you don't agree to those changes, you must promptly stop using the Service. Otherwise, the new terms will apply.
- **h. Entire Agreement.** This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. The parties also hereby also exclude all implied terms in fact. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which, but for this clause, it might otherwise have had in relation to any of the foregoing. Nothing in this Agreement excludes liability for fraud or any other liability that cannot be limited or excluded under applicable law.
- **i. Survival.** Sections 4, 7, 8, 9, 10, 11 and those that by their terms apply after this Agreement ends will survive termination or cancellation of this Agreement.
- **j. Contracting Authority.** If you are an individual accepting these terms on behalf of your organization, you represent that you have the legal authority to enter into this agreement on that organization's behalf. If you specify an organization, or you use an email address provided by such organization in connection with a purchase under this Agreement, that organization will be treated as the owner of the item purchased for purposes of this Agreement.
- **k. Technology and Export Restrictions.** Microsoft Store on Windows applications may be subject to U.S. or international technology control or export laws and regulations. Organization must comply with all applicable laws that apply to the technology used or supported by the applications. These laws include restrictions on destinations, end users and end use. For more information on Microsoft-branded products, see <http://www.microsoft.com/exporting/>.

- **l. Implications for Government Community Cloud customers.** The Store does not handle data in accordance with the full data handling requirements for Microsoft's "Online Services for the Government "Community" and makes no representations with respect to compliance with the International Traffic in Arms Regulations. The Store is neither part of, nor a component of, Microsoft US Government Offerings. Additionally, third party applications available for acquisition in the Store are licensed to individual users under separate license and privacy terms, and are not part of Microsoft's Volume Licensing. These applications have not been audited or certified to meet the compliance requirements associated with Microsoft's "Online Service" for the Government "Community" in the US, and use of these third party applications may result in your data being transmitted to and stored by Publishers. The Store also has available for acquisition some Microsoft applications that are not US Government Offerings.
- **m. Government Requirements.** The following terms and conditions apply only if You are a Government entity (as defined below):
 - **1. Definitions.** For purposes of this agreement, the following definitions apply:
 - i. "Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.
 - ii. "Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.
 - iii. "State/Local Entity" means a bureau, office, agency, department or other entity of an individual U.S. State or State municipality or the District of Columbia.
 - iv. "Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.
 - **2.** Any document incorporated by reference into this agreement, including terms incorporated herein, contains a provision that violates applicable Federal or State law, then, such terms shall not apply with respect to such Government Customer.
 - **3.** All Microsoft verification efforts undertaken in accordance with Section 6 shall comply with Your reasonable security and safety rules, policies, and procedures ("security rules"), provided that such security rules are applicable to the performance of the verification process(es); You make such security rules available to Microsoft prior to the commencement of the verification

process(es); and such security rules do not modify or amend the terms and conditions of this Agreement.