Oracle® Hospitality eCommerce Integration Cloud Service

Licensing Information User Manual

Release 18.1

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ORACLE®

Oracle® Hospitality eCommerce Integration Cloud Service
Licensing Information User Manual
Version 18.1

Contents

Preface

This document contains licensing information for Oracle Hospitality eCommerce Integration Cloud Service.

Audience

This document is intended for users of Oracle Hospitality eCommerce Integration Cloud Service.

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL:
https://support.oracle.com

When contacting Customer Support, please provide the following:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to re-create
- Exact error message received and any associated log files
- Screen shots of each step you take

Documentation

Oracle Hospitality product documentation is available on the Oracle Help Center at
http://docs.oracle.com/en/industries/hospitality/

Revision History

Date	Description of Change
March 2018	• Initial publication

1   Introduction

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2 Licensing Information

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- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Prerequisite products, entitled products, and restricted use licenses do not apply to Oracle Hospitality Cloud products.

Hospitality Product	Subproduct	Hospitality Product Description
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eCommerce Integration Cloud Service v18.1.0.0

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Version 2.1, February 1999

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Microsoft Azure Service Bus

For Service Bus Relays, we guarantee that at least 99.9% of the time, properly configured applications will be able to establish a connection to a deployed Relay.

For Service Bus Queues and Topics, we guarantee that at least 99.9% of the time, properly configured applications will be able to send or receive messages or perform other operations on a deployed Queue or Topic.

For Service Bus Basic and Standard Notification Hub tiers, we guarantee that at least 99.9% of the time, properly configured applications will be able to send notifications or perform registration management operations with respect to a Notification Hub.

For Event Hubs Basic and Standard tiers, we guarantee that at least 99.9% of the time, properly configured applications will be able to send or receive messages or perform other operations on the Event Hub.

Introduction

This Service Level Agreement for Microsoft Online Services (this "SLA") is a part of your Microsoft volume licensing agreement (the "Agreement"). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Microsoft Online Services listed herein (a "Service" or the "Services"), but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA.

General Terms

Definitions

"Applicable Monthly Period" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"Applicable Monthly Service Fees" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" is defined for each Service in the Services Specific Terms below. Except for Microsoft Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

"Error Code" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Management Portal" means the web interface, provided by Microsoft, through which customers may manage the Service.

"Scheduled Downtime" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

"Service Resource" means an individual resource available for use within a Service.

"Success Code" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"Support Window" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for Microsoft to consider a claim, you must submit the claim to customer support at Microsoft Corporation including all information necessary for Microsoft to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month.

If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);

That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;

During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;

That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);

That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;

Due to your use of Service features that are outside of associated Support Windows; or

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Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, and Services in an Office 365 Small Business Premium suite purchased in the form of a product key are not eligible for Service Credits based on service fees. For these Services, any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees, and any references to "Applicable Monthly Service Fees" is deleted and replaced by "Applicable Monthly Period."

SLA details

Additional Definitions

"Message" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Monthly Uptime Calculation and Service Levels for Relays

"Deployment Minutes" is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Relays deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" is the total accumulated Deployment Minutes, across all Relays deployed by Customer in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"Monthly Uptime Percentage" for Relays is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes

The following Service Levels and Service Credits are applicable to Customer's use of Relays:

MONTHLY UPTIME PERCENTAGE   SERVICE CREDIT

< 99.9% 10%

< 99%   25%

Monthly Uptime Calculation and Service Levels for Queues and Topics

"Deployment Minutes" is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Queues and Topics deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" is the total accumulated Deployment Minutes, across all Queues and Topics deployed by Customer in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"Monthly Uptime Percentage" for Queues and Topics is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes

The following Service Levels and Service Credits are applicable to Customer's use of Queues and Topics:

MONTHLY UPTIME PERCENTAGE   SERVICE CREDIT

< 99.9% 10%

< 99%   25%

Monthly Uptime Calculation and Service Levels for Notification Hubs

"Deployment Minutes" is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Notification Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during a billing month.

"Downtime" is the total accumulated Deployment Minutes, across all Notification Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"Monthly Uptime Percentage" for Notification Hubs is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes

The following Service Levels and Service Credits are applicable to Customer's use of the Basic and Standard Notification Hubs tiers. The Free Notification Hubs tier is not covered by this SLA.

MONTHLY UPTIME PERCENTAGE   SERVICE CREDIT

< 99.9% 10%

< 99%   25%

Monthly Uptime Calculation and Service Levels for Event Hubs

"Deployment Minutes" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.

"Downtime" is the total accumulated Deployment Minutes, across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"Monthly Uptime Percentage" for Event Hubs is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes

The following Service Levels and Service Credits are applicable to Customer's use of the Basic and Standard Event Hubs tiers. The Free Event Hubs tier is not covered by this SLA.

MONTHLY UPTIME PERCENTAGE   SERVICE CREDIT

< 99.9% 10%

< 99%   25%

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Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer

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ADDITIONAL TERMS

1.   License Rights and Multi-User Scenarios

a.   Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.

b.   Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions.

c.   Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.

d.   Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you

have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

e.   Client Hyper-V. You may use the Client Hyper-V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f.   Use in a virtualized environment. If you use virtualization software, including Client Hyper-V, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one virtual computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

g.   Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

·   Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local computer or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host computer from another device by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host computer from any device using Remote Desktop, but only if the remote device is separately licensed to run a Pro edition of Windows 8 or Windows 8.1.

·   Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

2.   Binding Arbitration and Class Action Waiver

a.   Application. If you live in the United States, this Section 2 applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

b.   Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at go.microsoft.com/fwlink/?linkid=245499. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

c.   Small claims court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be

heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

d.	Binding arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

e.	Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

f.	Arbitration procedure, costs, fees, and incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is $75,000 USD or less whether or not you are an individual or how you use the software, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see adr.org or call 1-800-778-7879. In a dispute involving $75,000 USD or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at go.microsoft.com/fwlink/?linkid=281874. To commence arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

g.	Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

h.	Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

3.	Choice of Law

The laws of the state or country where you live govern all claims and disputes concerning the software (including its price) or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, except that the FAA governs all provisions relating to arbitration. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the

party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

4.   Activation

a.   More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see go.microsoft.com/fwlink/?linkid=280262. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.

b.   Re-activation. Some changes to your computer components or the software may require re-activation of the software.

c.   Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

5.   Internet-Based Features; Privacy

Some software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser, and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8.1 Privacy Statement at go.microsoft.com/fwlink/?linkid=280262 and information that may be presented to you in the Windows user interface. Some Internet-based features may be delivered and updated at a later date—if, for example, you acquire an application that relies on one of those services, or to help make the software safer or more reliable.

a.   Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

b.   Windows digital rights management technology. Some content owners use Windows digital rights management technology (DRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if Windows DRM fails. You agree that Microsoft may include a revocation list with the licenses.

c.   Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at go.microsoft.com/fwlink/?linkid=104605.

d.   Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software ("malware"), including viruses, worms, bots, rootkits,

"spyware", "adware," and other potentially unwanted software. If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

e.   Malicious software removal. The software may periodically scan for and remove malware from your computer, using the malicious software removal tool most recently downloaded to your computer. After the scan completes and at regular intervals, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to help protect your computer from malicious software, as well as to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.

f.   SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement at go.microsoft.com/fwlink/?linkid=280122. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect, or store any data provided by the SmartScreen Filter.

g.   IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.

h.   Plug and Play and Plug and Play Extensions. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.

i.   Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update

certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.

j.   Network awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

k.   Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=280122.

l.   Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see go.microsoft.com/fwlink/?linkid=280122.

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n.   Windows Store. In addition to the terms of this agreement for Internet-based features, you may only use the Windows Store under the terms available at go.microsoft.com/fwlink/?linkid=246694. Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8.1 Privacy Statement and Windows Store terms of service.

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a.   Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

b.   Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds, and media provided with the software or use them for any other purpose.

11.   .NET Framework

The software includes one or more components of the .NET Framework, which you may use only as described at go.microsoft.com/fwlink/?linkid=66406 if you use the .NET Framework components to conduct internal benchmark testing.

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PostSharp

LICENCE AND SUPPORT SERVICES AGREEMENT FOR POSTSHARP

Version: July 1st, 2015

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10. VOID.

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12.5 The Licensee shall indemnify the Licensor for damages, costs, loss (including expenses and attorney's fees) and damages of any kind resulting from its breach of its obligation under Section 10 of this Agreement.

13. NO WARRANTY

13.1 The Software is provided to the Licensee 'as is' and without warranties. The Licensor makes no warranty as to its use or performance. To the maximum extent permitted by applicable law, the Licensor, and its suppliers and resellers, disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the Software, and the provision of or failure to provide Support Services.

13.2 The Software is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, air traffic control machines or other activities in which the failure of the Software to attain a desired result could lead to death, personal injury, or severe physical or environmental damage.

13.3 The Licensor shall not be liable in any manner whatsoever for the results obtained through the use of the Software and Support Services. Persons using the Software are responsible for the supervision, management and control of the Software. This responsibility includes, but is not limited to, the determination of appropriate uses for the Software and the selection of the Software and other programs to achieve intended results. Persons using the Software are also responsible for establishing the adequacy of independent procedures for testing the reliability and accuracy of any program output, including all items designed by using the Software.

14. LIMITATION OF LIABILTY

14.1 The Licensor's entire liability for all claims or damages arising out of or related to this Agreement, shall be limited to and shall not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature; the amount paid to the Licensor under this Agreement for the specific item that caused the damage or that is the subject matter of, or is directly related to, the cause of action. The parties hereby expressly agree that the amount referenced in the immediately preceding sentence represents the amount of foreseeable damages within the meaning of Section 379 of the Czech Act No. 513/1991 Coll., Commercial

Code, as amended. The copyright infringement claims are covered solely by Section 12. In no event will the measure of damages payable by the Licensor include, nor will Licensor be liable for, any amounts for loss of income, loss of data, loss of profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if the Licensor has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

15. NON-DISCLOSURE OBLIGATIONS

15.1 During the term of this Agreement, the parties may disclose certain Confidential Information to each other in the performance of their rights and obligations under this Agreement. Without the prior written authorisation of the disclosing party, the receiving party shall not use or copy any Confidential Information for any purpose other than as specifically authorised by this Agreement, and shall not transfer or disclose any Confidential Information to any person, except for the purposes of performing its obligations and exercising its rights in accordance with this Agreement. The receiving party shall take steps necessary or appropriate to protect Confidential Information against unauthorised disclosure or use, including, without limitation, ensuring that each of its employees with access to Confidential Information is aware of and complies with the non-disclosure obligations set out in this Section. The receiving party shall promptly notify the disclosing party of any unauthorised disclosure or use of any Confidential Information that comes to the receiving party's attention, and shall take all action that the disclosing party reasonably requests to prevent any further unauthorised use or disclosure of it. Each party expressly acknowledges and agrees that, except as specifically provided in this Agreement, at no time shall it acquire or retain, or appropriate for its own use, any right, title or interest in or to any Confidential Information of the other party.

15.2 The obligations set out in Section 15.1 shall not apply to the extent, that any Confidential Information (i) becomes generally available to the public through no fault of the receiving party; (ii) is or has been disclosed to the receiving party, directly or indirectly, by any person that is under no obligation of non-disclosure to the disclosing party or an affiliate of the disclosing party; or (iii) is required to be disclosed under any applicable law, rule, regulation or governmental order.

15.3 Notwithstanding the termination of this Agreement, each party shall continue to abide by the terms of the non-disclosure obligations with respect to Confidential Information as set out in this Section and indemnification as set out in Section 15.2 hereof.

16. TERMINATION

16.1 If either party materially defaults in the performance of any of its duties or obligations under this Agreement and fails to proceed within fifteen (15) days after written notice thereof to commence curing the default and thereafter to proceed with reasonable diligence to substantially cure the default, the other party may, by giving written notice thereof, terminate this Agreement effective immediately. However, this provision does not apply to a default in payments to the Licensor by the Licensee (no cure period is provided for such a breach and the Licensor may terminate this Agreement effective immediately).

16.2 Except as may be prohibited by Czech bankruptcy laws, in the event of either party's insolvency or inability to pay debts as they become due, voluntary or involuntary bankruptcy proceedings by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may terminate this Agreement by written notice.

16.3 All rights granted will cease upon any termination of this Agreement, except for the rights relating to the Source Code already granted to the Licensee during the duration of the Maintenance Subscription. Within fifteen (15) days after termination of the licence rights granted herein or this Agreement for any reason, the Licensee will destroy the original and all copies of the Software in all forms, and will certify to the Licensor in writing that such obligation has been fulfilled.

16.4 Immediately upon occurrence of: (i) declaration of Licensor`s bankruptcy by the court, or (ii) the filling by the Licensor of a voluntary petition in bankruptcy, or (iii) the filing against the Licensor of an involuntary petition in bankruptcy that is not dismissed by the court within 60 days of such a filling, any of the licences specified in Sections 5.2 to 5.5 of this Agreement shall automatically ipso jure change into the Global License.

17. MARKETING

17.1 Unless agreed otherwise, the Licensee agrees to be identified as a customer of the Licensor and that the Licensor may refer to the Licensee by name, trade name and trademark, if applicable, and may briefly describe the Licensee's business in the Licensor's marketing materials, on the Licensor's website, in public or legal documents. The Licensee hereby grants to the Licensor a licence to use the Licensee's name and any of the Licensee's trade names and trademarks solely pursuant to this Marketing Section.

18. NOTICES

18.1 All notices required by or relating to this Agreement will be in writing and will be sent by mail to the Licensor at the address set forth on the first page of this Agreement; to the Licensee by mail or in electronic form to the address set forth in the relevant Certificate of Licences and Services; or to such other address as either party may specify by written notice to the other.

19. GENERAL

19.1 The Licensor reserves the right at any time to cease the support of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

19.2 The Licensee shall notify Licensor in writing, without undue delay, of any changes in the data contained in this Agreement or any other arrangement between the Licensor and the Licensee, or any changes affecting the Licensee's identity or legal status, or any significant facts and changes that relate to or might have a substantial impact upon its transactions or business relationship with the Licensor or the Licensee's ability to fulfil its obligations towards the Licensor or of which the Licensor could reasonably be expected to want to be informed, and shall submit documents evidencing such changes and other information as the Licensor may reasonably request. Any change shall become effective against and binding on the Licensor on the business day following receipt of such notification, notwithstanding any information contained in any public register. The Licensee is responsible for any loss or damage incurred by the Licensor or the Licensee arising out of the failure of the Licensee to duly and promptly notify the Licensor of such changes.

19.3 Except for Site Licence and Global Licence pursuant to this Agreement, the Licensee will at all times maintain records specifically identifying the Software licensed under this Agreement, the location of each copy thereof, and the location and identity of the workstations and servers

(Clients) on which the Software is installed. The Licensor may, during regular business hours and upon reasonable advance notice, conduct an audit to determine the Licensee's compliance with the terms and conditions of this Agreement. The Licensee will permit the Licensor or its authorised agents to access the Licensee's facilities, workstations and servers, and otherwise cooperate fully with the Licensor in any such investigation and will take all commercially reasonable actions to assist the Licensor in accurately determining the Licensee's compliance with the terms and conditions of this Agreement. The Licensor has a right to implement tools in the Software which will enable the Licensor to monitor compliance of the Licensee with this Agreement which will be served for automatic licence auditing by the Licensor according to the Section 5.10 of this Agreement.

19.4 Neither party will be liable for any delay in or failure to perform any of its non-monetary obligations under this Agreement if due to any cause or condition beyond their reasonable control, whether foreseeable or not.

19.5 This Agreement, the relevant Certificate of Licences and Services, the then current Price List and the then current Specifications of the Software, and possibly also other arrangements related to the Software agreed between the parties in writing, as the case may be, constitute the entire agreement between the parties concerning the Software. Any reference to Licensee's terms and conditions or any other general terms and conditions included in Licensee's order or in any other communication shall in no event apply to the contractual relationship between the parties hereto and shall have no legal effect.

19.6 Nothing in this Agreement shall create a partnership or a corporation between the parties, nor deem either party the agent of the other party for any purpose.

19.7 This Agreement is governed by and shall be construed in accordance with the laws of the Czech Republic without regard to the conflict of law principles thereof. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be settled by the courts of the Czech Republic. In accordance with Section 89a of Act No. 99/1963 Coll., the Czech Civil Procedure Code, the parties hereby agree that the competent court shall be the general court of the Licensor.