

This Microsoft for Startups Program Agreement (“**Agreement**”), between you and Microsoft Corporation, governs your participation in the Microsoft for Startups Program, including the use of Microsoft for Startups Founders Hub technology platform (the “**Program**”).

Capitalized terms used herein and not otherwise defined have the meaning given on the Cover Sheet. “**Microsoft**,” “**we**,” “**us**,” or “**our**” means Microsoft Corporation and its affiliates, as appropriate. An “**affiliate**” is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. “**Control**” or “**own**” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

Please read this Agreement carefully. By manually or electronically signing the Cover Sheet of this Agreement, , clicking an “I Accept” button, a checkbox, or other functionally equivalent control, or by using, accessing or participating in any Program Benefits (defined below), you confirm that you acknowledge and agree to the terms and conditions of this Agreement.

1. Purpose

Microsoft for Startups is a global program that allows Microsoft to help early-stage software development startups succeed by giving them access to a valuable portfolio of Microsoft products, software, cloud services, developer tools, services, support, visibility, and other ongoing offers, at zero cost, for the Term. Program Benefits help startups design, develop, test and demonstrate software solutions for deployment as web-based software as a service (SaaS) solutions. Microsoft for Startups helps entrepreneurs not only start, but grow their businesses. Program participation is completely voluntary and does not create any expectation of compensation.

2. Eligibility; criteria

- a. To be considered for the Program, you must not be (a) in the primary business of providing services to others such as hosting, web agency, system integration or outsourced development; or (b) engaged in any activities prohibited in Microsoft’s Acceptable Use Policy (<https://aka.ms/startupprogramdetails>).
- b. Eligibility for the Program is evaluated on a case-by-case basis; Microsoft in its sole discretion will determine individual eligibility, Microsoft may consider the following criteria and show a preference to a startup that:
 - i. has a LinkedIn profile and established network;
 - ii. has a commercial business-to-business or business-to-consumer focus, and could potentially take advantage of Microsoft for Startups benefits including but not limited to: mentors, Azure credits, co-selling, and go-to-market programs;
 - iii. has less than 10 million USD in annual revenue;
 - iv. has been in business for less than 5 years;
 - v. is already using or willing to make a commitment to building on your product with Microsoft on top of Microsoft products including but not limited to migrating some or all of its business to Azure;
 - vi. has an innovative technical solution that is unique in the market;
 - vii. is willing to engage in promotional activities (e.g. go-to-market programs, public and/or analyst relations, online promotion as a member of Microsoft for Startups); and
 - viii. promotes and supports diversity and inclusion in its business practices.
- c. As a condition of participating in the Program, you may be asked to cooperate with Microsoft in creating promotional content (e.g., case studies, white papers, articles, tutorials, and videos) (“PR Content”) in connection with your participation in the Program, including as follows:
 - i. You agree that you (including your employees and contractors) may be recorded in connection with your Program participation (e.g., at Program-related events or activities). If Microsoft interviews, records, videotapes, or otherwise produces media or content that contains such persons in connection with your participation in the Program, you grant to Microsoft and its affiliates an

- unrestricted, perpetual, worldwide, royalty-free, irrevocable license, with rights to assign and sublicense, to use all applicable names, images, likenesses, voices, social media identifiers, or other aspects of personality as depicted in or related to the PR Content, and you agree to obtain sufficient permissions from any of your employees or contractors whose quotes, names, or pictures appear in the documentation, in order to grant these rights.
- ii. Microsoft may display your name, trademarks, service marks, logos, and other identifying information (“**Marks**”) in the PR Content, as approved by you in accordance with this Section 2.
 - iii. You hereby release Microsoft, its contractors, agents, and employees from any claims relating to use of the PR Content, so long as such use is in accordance with this Agreement.
 - iv. Prior to publicly releasing PR Content, Microsoft will obtain your approval of such content, which you will not unreasonably withhold. You agree to promptly provide Microsoft with your approval or comments in writing.
 - v. Microsoft will create and own the PR Content, except for your Marks, and grants you a world-wide, royalty-free, right to use, reproduce, publicly perform or display, and transmit the final, approved PR Content for your own advertising and marketing purposes. Both parties agree that the approved PR Content will not be altered, except for optimizing display purposes, without prior written consent from the other party.

3. Updates

Microsoft reserves the right to change or discontinue any aspect of the Program or Program Benefits, at any time. Changes may be posted at (<https://startups.microsoft.com>) (“**Program Website**”), or communicated to you by other reasonable means, continued participation in the Program or use of Program Benefits after such notification means you agree to the updated terms. If you do not agree to the updated terms, you must stop using the Program Benefits and exit the Program.

4. Program Benefits

Subject to the terms of this Agreement, the Program may provide you with access to certain benefits, including any benefits described at <https://aka.ms/startupprogramdetails> (“**Program Benefits**”). Program Benefits are subject to the terms of this Agreement, unless other terms accompany such Program Benefits, in which case those terms apply. Program Benefits may change periodically based on availability, the current focus of the Program, and other factors. Program Benefits are personal to you and you may not transfer, sell, share, sublicense, assign, or lend them. Your access to and use of such Program Benefits are subject to the terms of this Agreement and any separate terms that are specific to the particular benefit.

5. Intellectual property rights and licensing

- a. **IP Ownership.** Except as expressly provided herein, each of us owns and retains all right, title and interest in and to our own respective products and services, including the underlying intellectual property.
- b. **No license grants by Microsoft.** Except as expressly provided herein, you acknowledge that Microsoft is not granting you any licenses, covenants or other intellectual property rights whatsoever (by implication, exhaustion, estoppel or otherwise) as a result of your participation in the Program, or your implementation of any advice or suggestions from Microsoft.
- c. **No joint development.** Neither of us intend any joint development activities under this Agreement, and both of us will endeavor to avoid the creation of joint intellectual property. In the event that we both desire to jointly create any technology, materials, papers, or intellectual property under or in connection with this Agreement or the Program, the parties will enter into a separate written agreement. This Agreement does not provide for the creation of jointly-owned intellectual property.
- d. **Your feedback.** If you give comments, suggestions, or feedback about the Program or Microsoft products or services (“**Feedback**”), you give to Microsoft and its affiliates, without charge, the right to use, share and commercialize your Feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the Feedback. You will not give Feedback

that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your Feedback in them.

- e. **Microsoft Trademarks.** Use of Microsoft Marks is subject to the Microsoft Marks Guidelines (<http://www.microsoft.com/trademarks>). You may not use any stylized Microsoft logos in any way without a separate written agreement expressly permitting you to do so.
- f. **Publicity.** Both you and Microsoft may reference your participation in the Program and use of Microsoft technologies, but all further use of each other's Marks is subject to the terms of this Agreement.
- g. **Your Content.** Certain Program Benefits or Microsoft websites that you use in connection with your participation in the Program may allow you to store or share content that you generate ("Your Content") or receive material from others. We do not claim ownership of Your Content. Your Content remains Your Content and you are responsible for it. You are also responsible for respecting others' rights, including copyright. Learn more about copyright at (<http://go.microsoft.com/fwlink/?LinkId=799165>). When you share Your Content through the Program or on Microsoft websites, you represent and warrant that you have (and will have) all the rights and permissions necessary for Your Content that is uploaded, stored or shared and that such uploading, storage or sharing complies with the Microsoft Services Agreement (<http://go.microsoft.com/fwlink/?LinkId=530144>) and Terms of Use (<http://go.microsoft.com/fwlink/?LinkId=206977>).

6. Confidentiality

The Program, Program Benefits and any information shared by Microsoft in connection with the Program are the confidential information of Microsoft unless expressly stated otherwise. You agree that during the term of this Agreement and for 5 years thereafter, you will hold in strictest confidence, and will not use or disclose to any third party, any Microsoft Confidential Information. The term "Microsoft Confidential Information" means all non-public information that Microsoft or an affiliated company designates in writing or orally as being confidential, or which, under the circumstances of disclosure would indicate to a reasonable person that it ought to be treated as confidential. Notwithstanding anything to the contrary in this Agreement, all Personal Data shared with you and in connection with this Agreement is Microsoft Confidential Information. If you have questions regarding what comprises Microsoft Confidential Information, you will consult Microsoft. Microsoft Confidential Information will not include information known to you before Microsoft's disclosure to you, or information publicly available through no fault of yours.

7. Prohibited use of Program Benefits and Compliance Requirements

- a. **Program Restrictions.** As a condition of your use of Program Benefits, you will not use them, or allow your employees, contractors or Authorized Users to use them, for any purpose that is unlawful or prohibited by these terms, conditions, and notices, or use the Program Benefits in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Program Benefits. You, your employees, contractors, or Authorized Users may not attempt to gain unauthorized access to any Program Benefits, other accounts, computer systems, or networks connected to any Microsoft server or to any of the Program Benefits, through hacking, password mining, or any other means. You, your employees, contractors, or Authorized Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Program Benefits.
- b. **Use of Program Benefits with Your Solution.** Any Program Benefits provided to You, shall only be used for your solution development and the delivery of your solution. You will not facilitate, engage in, or participate in any use of Microsoft software, services or offerings that may be provided in connection with the Program Benefits, including but not limited to Microsoft Azure, for cryptocurrency mining, denial of service attacks, spamming, or illegal activity, and/or any use that could cause harm to Microsoft or others, by you, your employees or beneficiaries of Program Benefits, and will enforce strong internal controls to prevent the same. Microsoft may from time to time contact you regarding your use of the Program Benefits and you will upon such request provide reasonable documentation regarding your use. If Microsoft believes for any reason that such the Program Benefits are being used for any prohibited purpose, Microsoft may, in its sole discretion, suspend or terminate your access the Program Benefits.
- c. **Communication Services.** The Program Benefits and associated website(s) may contain e-mail services, bulletin board services, chat areas, forums, communities, personal web pages, calendars, photo albums,

file cabinets, and/or other message or communication facilities designed to enable you, your employees, contractors, or Authorized Users to communicate with others ("Communication Services"). You agree to use (and ensure that your employees, contractors, and Authorized Users use) the Communication.

Services only to post, send, and receive messages and material that are proper and, when applicable, related to the particular Communication Service.

- d. **Cooperation and reporting violations.** You and your employees will cooperate with Microsoft in the investigation of any suspected violation under this section and will timely provide notice to Microsoft if any violation is detected or suspected. You will notify Microsoft in these events by reporting an incident through the microsoftintegrity.com website.
- e. **Compliance with the Microsoft Standards of Business Conduct.** You will comply with the terms of the Microsoft Standards of Business Conduct located at <https://www.microsoft.com/en-us/legal/Compliance/Default.aspx>, the terms of which are incorporated herein by reference. You acknowledge that a failure to comply with the Microsoft Standards of Business Conduct is a breach of this Agreement and may result in a termination of it.

8. Public sector acknowledgements

It is Microsoft's intent that provision of any Program Benefits is compliant with applicable laws, regulations and ethics rules with respect to government entities and officials.

- a. **No gifts.** To the extent that you are a public sector entity, you acknowledge that all Program Benefits provided by Microsoft under this Agreement at no charge are for the sole benefit and use of your organization or agency, and are not provided for personal use or benefit of any individual employee. If required by law, Microsoft may require an ethics officer of your organization to sign a letter acknowledging the foregoing.
- b. **Microsoft is not a government subcontractor.** To the extent that your organization provides goods, services, technology or data to any federal, state or local government:
 - i. You acknowledge that Microsoft is not a subcontractor or supplier to you, and is not obligated to meet any obligation imposed on you by any of your customers (including, but not limited to, US federal, state or local government contract flow-down provisions such as the US FARS, DFARS, etc.). If a court or other authoritative body determines that Microsoft is a subcontractor for any services provided by you to a government entity, then you agree to assert on our behalf that our products and services are commercial items. Our commercial terms and conditions along with only those mandatory flow-down clauses applicable to commercial subcontractors will apply. Under no circumstances will we provide any cost or pricing data.
 - ii. You represent that no sales or contracts to public sector entities are contingent on your receipt of any Program Benefits. If you have a cost-based government contract, you will factor in any resulting reduction of costs that any Program Benefits may generate and disclose them as necessary to your end government customer.

9. Notices

All Program-related notices and requests to you in connection with this Agreement will be sent to the named contact(s) you provide on the Program Website. Send notices, requests, questions about the Program, or if you need support, to Microsoft to the following physical or support form address:

Microsoft Corporation
Attn: Microsoft for Startups
One Microsoft Way
Redmond, WA 98052
Support Form: aka.ms/startupsupport

Notices will be considered delivered on the date shown on the confirmation of delivery, including the date of publication to the Program Website. You will give Microsoft prompt notice if you become insolvent or enter insolvency, bankruptcy or other similar proceedings under applicable laws, or if you no longer meet Program eligibility criteria.

10. Privacy and protection of personal information

Microsoft collects certain information about you in order to administer the Program. Microsoft may also automatically upload information about your computer, your participation in the Program, and use of Program Benefits. Microsoft uses and protects that information as described in the Microsoft Privacy Statement (<https://privacy.microsoft.com/en-us/PrivacyStatement>). By participating in the Program, you agree that Microsoft and its family of companies may send you emails related to the Program and Program Benefits. When there is something important to tell you about the Program, we may send notifications to the email associated with your Program account.

11. Relationship between the parties

This agreement does not create an agency, partnership, or joint venture. There are no third-party beneficiaries to this Agreement. This Agreement is nonexclusive.

12. Entire agreement; assignment and transfer

This Agreement, and the terms for any Program Benefits you use, including separate terms for other Microsoft websites and services that you may use in connection with your participation in the Program, is the entire agreement for the Program. You may not transfer or assign this Agreement either in whole or in part.

13. Term, termination and expiration

This Agreement will remain in effect for the Program Term or the duration of your participation in the Program, whichever is shorter.

- a. **Term; Microsoft for Startups.** This Agreement will take effect on the date that you are accepted into the Program, which will follow Microsoft's review of your acceptance of this Agreement, and will continue for one year or the time at which the program benefits are exhausted, whichever is sooner, unless terminated earlier pursuant to this section ("**Term**"). The Term may be extended by acceptance of additional offers made by Microsoft to you, in which case, the Term will extend to the duration of your participation in the Program.
- b. **Termination for Inactivity.** If you accept the Program offer(s) and fail to access or use the Program Benefits, Microsoft may terminate this Agreement, the offer or the Program Benefits, without cause by providing you written notice.
- c. **Termination for convenience.** Either party may terminate this Agreement at any time, without cause by providing written notice to the other party. Neither party will be responsible to the other for any costs or damages that are a direct result of this termination.
- d. **Termination for cause.** Microsoft may terminate this Agreement, your participation in the Program and access to Program Benefits, with or without notice to you, in the event of a material violation of the Agreement, or in the event of a conflict of interest.
- e. **Immediate termination.** In the event you become ineligible for the Program for any reason, or misuse Microsoft software licenses offered through the Program, this Agreement and your participation in the Program (and all use rights associated with Program Benefits) will terminate.
- f. **Effect of termination.** In all events of termination, your access to Program Benefits may end. You agree to immediately stop using Program Benefits, unless Microsoft in its sole discretion permits your continued use of the Program Benefits. If you exit the Program due to a material violation of the Agreement or a conflict of interest, all rights to use or access Program Benefits, including software, will terminate immediately. Sections 2(c), 5-10, 11(f), and 13-17 will survive any termination or expiration of this Agreement.

14. Taxes

You are responsible for and must pay any and all taxes resulting from your participation in the Program and receipt of any products or services.

15. Applicable law

The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to

exclusive jurisdiction and venue in the Superior Court of King County, Washington. If either Microsoft or Supplier employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party may recover its reasonable attorneys' fees, costs, and other expenses, including costs and fees incurred on appeal or in a bankruptcy or similar action.

16. Your representations and warranties

You represent and warrant that:

- You have the full right and power to enter into and perform according to the terms of this Agreement, and your performance will not violate any agreement or obligation between you and any third party.
- You are solely responsible for all claims, liabilities and damages arising from or in connection with your delivery of goods, software or services to your customers, including all customer support.
- You base your product or service offerings and marketing plans solely on your own independent research, analysis, and professional advisors. You acknowledge that you are not relying on any oral or written statements from Microsoft when making decisions regarding the development, manufacturing, business strategies or marketing plans of any your products or services. You acknowledge that you have sole and absolute discretion regarding whether you implement any advice provided by Microsoft, and you assume all risks associated with any implementation.
- You have not made any misrepresentations to any potential or current investors.

17. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; EXCLUSION OF CERTAIN DAMAGES

- DISCLAIMER OF WARRANTIES.** THE PARTIES AND THEIR RESPECTIVE SUPPLIERS PROVIDE INFORMATION AND PERFORMANCE TRANSACTED UNDER THIS AGREEMENT (WHETHER PROGRAM BENEFITS, TECHNOLOGIES OF THE RESPECTIVE PARTIES, OR OTHERWISE) "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." EACH PARTY BEARS THE RISK OF USING SUCH INFORMATION. THE PARTIES GIVE NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, MICROSOFT HAS NOT MADE ANY ADDITIONAL REPRESENTATIONS TO YOU ABOUT THE PROGRAM OR PRODUCTS OR SERVICES PROVIDED BY US IN CONNECTION WITH THE PROGRAM, ON WHICH YOU HAVE RELIED IN DECIDING TO ENTER INTO THIS AGREEMENT OR PARTICIPATE IN THE PROGRAM.
- LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, LOSS OF DATA, PROFITS OR BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT'S LIABILITY FROM CLAIMS RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES FINALLY AWARDED UP TO US\$5.00.
- EXCLUSION OF CERTAIN DAMAGES.** NO LIMITATION OR EXCLUSIONS UNDER THIS SECTION 17 WILL APPLY TO LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, NEITHER PARTY LIMITS ITS LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

18. Export restrictions; anti-corruption

You must comply with all domestic and international export laws and regulations that apply to the Program Benefits, which include (a) restrictions on destinations, end users, and end use, and (b) all applicable laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and illegal software, including the U.S. Foreign Corrupt Practices Act. For further information, visit

(<http://microsoft.com/exporting>).