Microsoft Ready for Windows and Windows 10 Compatible Logo Agreement

1. **Purpose.** The following terms and conditions describe the relationship between you and Microsoft Corporation and govern your use of the Microsoft Ready for Windows Software Directory (“Directory”) and the Windows 10 Compatible Logo Program as defined in Exhibit A (the “Windows 10 Logo”). Use of the Directory website and the Windows 10 Logo are subject to Microsoft’s Terms of Use http://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx and the additional terms of use set forth below (collectively the “Agreement”).

2. **Acceptance of Terms.** By using the Directory and/or the Windows 10 Logo you agree to the terms of this Agreement. Microsoft may update these terms with or without notice to you by posting new terms. You can view the most current version of these terms by clicking here. By agreeing to these terms, you represent and warrant to us that you have the authority to bind the company, organization, agency or other entity whose software and information you upload through the Directory to these terms and conditions.

3. **The Directory**
   a. **General.** The Directory lists software solutions that are supported and in use on Windows 10. It is intended for IT managers at companies and organizations worldwide who are considering Windows 10 for their deployments. This site leverages data from commercial Windows 10 installs to provide IT managers the information to help them upgrade with confidence, including adoption status information for each version of the solution listed within the Directory. IT managers can visit the site to check if software deployed in your organization is supported and used on Windows 10. For more information, click here.
   b. **How it Works.** You can declare your support for Windows 10, including the Windows as a Service (WaaS) model, by creating a public support statement for Windows 10 and completing an application through the Directory, subject to Microsoft’s approval. After you submit your company’s information through the Directory, the submission materials will be reviewed by Microsoft. Your application may take five (5) business days or longer to be reviewed and approved. Once your submission is approved, your company will have a listing that includes its name, trademark and/or logo, and a list of its software that is supported on Windows. The Directory only includes your company as a listing of software that supports Windows. There are no other benefits to the Directory for you.
   c. **Obligation to Monitor.** You agree to modify any information or content you supply through the Directory to the extent such information or content changes. If your company will no longer offer software that supports Windows, you agree to provide us notice in writing (email to readyforwindows@microsoft.com is acceptable for this purpose) at least thirty (30) days prior to the date on which your company will stop offering such software.
   d. **Microsoft Account Required.** Submission of your information and content in the Directory requires an active Microsoft account, with a designated user name and password. You are solely responsible for: (a) keeping your password and account confidential; and (b) any and all activities that occur under your account. You must promptly notify Microsoft of any unauthorized use of your account or any other breach of security. Microsoft will not be liable for any loss that you incur if someone else uses your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Microsoft or another party if someone else uses your account or password. You may not use anyone else’s account at any time without their permission.

4. **Submissions.** Microsoft does not claim ownership of the information or related content (“Content”) you provide in the Directory. Your Content remains your Content. Microsoft does not control, verify, or endorse the Content that you and others make available in the Directory. By posting, uploading,
inputting, providing or submitting your Content, you are granting Microsoft and its affiliated companies, agents and necessary sublicensees, permission to use your Content on the Directory website, including, without limitation, the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Content, and to publish your name, trademark, logo, or other information you supply in connection with your submission. By sharing Content in the Directory you represent and warrant that you have all the rights necessary for you to grant the rights in this section and that the use of the Content does not violate any law or infringes any proprietary or personal right of a third party. Microsoft will not pay you for your Content. Microsoft may refuse to publish your Content for any or no reason. Microsoft may remove your Content from the Directory at any time and for any reason, including, without limitation, if: (a) you breach these terms, or (b) Microsoft cancels or suspends the Directory. Microsoft may permanently delete your Content from its servers if the Directory is suspended or canceled. The Windows 10 Compatible Logo.

a. **General.** The Windows 10 Logo is designed to help business customers easily identify software that is compatible with Windows 10, and to enable independent software vendors to differentiate software solutions, while giving customers confidence in the products that they choose.

b. **How to Qualify.** To qualify for the Windows 10 Logo, you have to: (i) create a listing in the Directory, and (ii) provide a link to a public support statement on your website declaring: (a) support for at least one of the following servicing branches of Windows 10: Current Branch, Current Branch for Business and/or a Long-Term Servicing branch, (b) that your product works with 32-bit and/or 64-bit Windows 10, Internet Explorer 11, or Microsoft Edge. If you express interest to use the Windows 10 Logo through the Directory’s submission process, Microsoft will review your Directory listing and support statement to confirm that you qualify for the Windows 10 Logo.

c. **Additional Terms.** Microsoft, in its sole discretion, will determine if you qualify for the Windows 10 Logo and will send you a confirmation email with further guidelines and instructions to access the Logo Assets (as defined in Exhibit A). If you use the Logo Assets, you are subject to and agree to the terms set forth in Exhibit A to this Agreement, and you represent and warrant that (i) your software has been tested for compatibility on Windows 10, and (ii) passed test to minimize possibility of crashes, hangs and reboots (collectively the “Compatibility Representations”). If you do not accept the terms and conditions of this Agreement, including Exhibit A, do not use the Logo Assets. Microsoft neither endorses nor assumes responsibility for your website or its content, the accuracy of your support statement, the Compatibility Representations, and/or Marketing Materials (as defined in Exhibit A).

5. **Reserve Right to Modify.** Microsoft may change, eliminate or modify the Directory and/or the Windows 10 Logo at any time and for any reason. Microsoft may cancel or suspend your use of the Directory and/or the Windows 10 Logo, or your listing, at any time without notice and for any reason. Upon cancellation, your right to use the Directory and/or the Windows 10 Logo stops immediately.

6. **Use Restrictions.** As a condition of your use of the Directory and/or the Windows 10 Logo, you will not use the Directory and/or Windows 10 Logo for any purpose that is unlawful or prohibited by the Agreement. You may not use the Directory and/or Windows 10 Logo 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 the Directory and/or Windows 10 Logo. You may not attempt to gain unauthorized access to other accounts, computer systems or networks connected to any Microsoft server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Directory and/or the Windows 10 Logo.
7. **Reservation of Rights.** Microsoft retains all rights, title, and interest in and to the Directory website and/or Windows 10 Logo. This includes all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. Microsoft reserves all rights not expressly granted.

8. **Privacy.** Microsoft may use the contact information you provide on the Directory to communicate with you, for example, informing you about your listing in the Directory and participation in the Windows 10 Logo program. Please read the Microsoft Privacy Statement to learn how Microsoft uses and protects your information.

9. **Indemnification.**
   a. You agree to defend, indemnify, and hold Microsoft, its affiliates, directors, officers, employees and agents harmless against any third party claims, damages, costs, expenses and reasonable attorneys’ fees: (i) related to Content you provide in the Directory; or (ii) arising from your use of the Windows 10 Logo in breach of this Agreement and/or failure to meet the Quality Standards (as defined in Exhibit A); or (iii) any breach of any representation or warranty you provide herein.
   b. If Microsoft has reason to believe that you or any of your sublicensee’s use of the Windows 10 Logo is likely to result in an infringement claim, you and your sublicensees will promptly discontinue or modify their use of the Windows 10 Logo upon Microsoft’s request. Microsoft will not be obligated to indemnify you or your sublicensees if any of them continues to use the Windows 10 Logo for more than twenty (20) days after Microsoft notifies you in writing that they should stop using the Windows 10 Logo due to such a claim. You will indemnify Microsoft and defend it against all damages costs, expenses, and reasonable attorneys’ fees that Microsoft may incur due to your or any sublicensee’s continued use of the Logo after the 20-day notice.

10. **Term, Termination, and Expiration.** The Agreement will remain in effect for the duration of your company’s listing on the Directory. You may remove your company’s listing on the Directory, or terminate this Agreement, at any time upon written notice to us. We may terminate, modify, or suspend the Directory and/or Windows 10 Logo, in whole or in part, or this Agreement for any reason. We may remove your submission to the Directory immediately if you breach of any of the terms of this Agreement. Upon termination of this Agreement, you will immediately cease all use of the Windows 10 Logo (if applicable) and comply with the termination procedures as described in Exhibit A herein.

11. **Confidentiality.** Confidential Information may be exchanged between the parties. The parties agree that for five (5) years after any disclosure of Confidential Information, the recipient of such Confidential Information will hold in confidence, and will not use or disclose any of the other party’s Confidential Information to a third party, except contractors who are performing on the receiving party’s behalf and only subject to confidentiality terms at least as protective as this section. “Confidential Information” means all information that a party designates as confidential, or a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include information that is or becomes known to the receiving party without a breach of the Agreements, or any other confidentiality obligation owed to a disclosing party. If you have questions as to what comprises Microsoft Confidential Information, you will consult with Microsoft. This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

12. **No Warranty.** WE PROVIDE THE DIRECTORY AND WINDOWS 10 LOGO "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE DIRECTORY AND WINDOWS 10 LOGO. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE DIRECTORY AND WINDOWS 10 LOGO. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT
LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE DIRECTORY AND WINDOWS 10 LOGO WILL BE UNINTERRUPTED OR ERROR FREE.

13. **Limitation of Liability.** Neither party shall be liable to the other for any damages, including direct, indirect, consequential, punitive, incidental or special damages arising out of or related to this Agreement. The only remedy that the parties may have for any claim arising out of or related to this Agreement is to terminate this Agreement. Your and Microsoft’s total cumulative liability for loss or damage of any kind (including loss or damage caused by negligence), to the extent not excluded by this Agreement, is limited to one hundred dollars US ($100.00).

14. **Copyright and Trademarks.** All content of the Directory and Windows 10 Logo, except user-generated content, are Copyright © 2016 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, WA 98052, USA. All rights reserved. Microsoft or its suppliers own the title, copyright and other intellectual property rights in the Directory and Windows 10 Logo.

15. **Governing Law.** This Agreement shall be interpreted under the laws of the State of Washington without regard to its conflict of law rules. Venue over all disputes shall be exclusively in the courts within the State of Washington.

16. **No Waiver.** No waiver of any breach of this Agreement shall constitute a waiver of any other breach. No waiver shall be effective unless in writing, signed by the waiving party.

17. **Severability.** If any provision (or portion thereof) of this Agreement shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.

18. **Relationship.** Neither this Agreement nor any terms contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

19. **Entire Agreement.** This Agreement, including Exhibit A, comprises the parties’ entire agreement concerning its subject matter. It supersedes and merges all prior or contemporaneous communications, agreements and amendments pertaining to the subject matter of this Agreement. Except as expressly provided for in this Agreement, such agreement may be amended only by written agreement signed by the parties.
EXHIBIT A

Windows 10 Compatible Logo License Terms

1. Definitions
   (a) “Licensee” or “You/Your” is the person or company that accepts the Agreement.
   (b) “Logo” or “Logo Assets” are the logos Microsoft may provide under this Agreement.
   (c) "Marketing Materials" are the materials identified in paragraph 2(a) of this Exhibit.
   (d) "Product" is Licensee’s product(s) identified and entered by product name and version name or number on the Directory.
   (e) “Quality Standards” are the conditions described in paragraph 4(a) of this Exhibit.
   (f) “Start Date” is the date Licensee accepts this Agreement.
   (g) “Style Specifications” are the specifications and guidelines for using the Logos, which will be delivered to Licensee by email after Microsoft approves Licensee’s participation in the Logo Program. Microsoft may, with reasonable notice to Licensee, change the Style Specifications now and then to include new Logos.
   (h) “Subsidiary(ies)” means an entity in which Licensee directly or indirectly owns more than 50% of the stock or other ownership interest entitled to (i) vote for the election of directors or managing authority, or (ii) control or otherwise direct decisions for such entity.

2. License Grant & Conditions
   (a) Microsoft grants Licensee a worldwide, nonexclusive, nontransferable, royalty-free license to use the Logo Assets in connection with Products that meet the Quality Standards. Licensee must use the Logo Assets provided by Microsoft and described in the Style Specifications. The Logo Assets may only be used on the Product website, packaging, packaging inserts, documentation, marketing materials and advertising for the Product (the “Marketing Materials”). Microsoft reserves all rights not expressly granted herein.
   (b) Licensee may sublicense use of the Logo Assets solely to (i) its Subsidiaries and (ii) retailers in Licensee’s distribution channel solely for use on advertising and Marketing Materials exclusively for Products. Sublicensees are bound by all terms of this Agreement to the same extent as Licensee, but Licensee must ensure that its sublicensees comply with the terms of this Agreement. Licensee will be jointly and severally liable for any breach by any of its sublicensees. Microsoft is entitled to terminate the Agreement because of a breach by a sublicensee, the termination will apply only to the breaching sublicensee. Licensee will provide Microsoft with the name and address of those sublicensees exercising rights under this Agreement upon reasonable request by Microsoft. No other sublicense shall be permitted.
   (c) Licensee may not:
      i) assign this Agreement without Microsoft’s written consent;
      ii) use the Logo Assets in a way that may cause confusion about whether Products are Microsoft’s products;
      iii) do or say anything that implies that Microsoft is affiliated with, sponsors, endorses or approves of Licensee or its Products other than as allowed by this Agreement;
      iv) use the Logo Assets in a way that does not comply with the Logo Assets guidelines provided by Microsoft to Licensee;
      v) do or say anything that may cause confusion about whether Microsoft owns the Logo Assets;
      vi) register, adopt or use any name, trademark, domain name or other designation that includes or violates Microsoft’s rights in the Logo Assets or any Microsoft trademark in the Logo Assets;
(vii) use the Logo Assets in a way that would damage Microsoft’s reputation or goodwill in the Logo Assets; or
(viii) alter, animate or distort the Logo Assets or combine it with any other symbols, words, images or designs.

(d) (i) Licensee must disclose all system requirements for the Product in a clear and conspicuous manner to end users before they acquire the Product. In addition, Licensee must disclose any limitations that Product may have when operating with Windows 10, in accordance with applicable laws.

(ii) Without limiting Licensee’s obligations under Section 2(d)(i) above, Product that works only with Windows 10 must include notice of that fact. Licensee may use the following disclosure statement, if appropriate. For product that works only with Windows 10: This product will only work with Windows 10.

(e) License must ensure that the Logo Assets are only used with technologies that are compatible with Windows 10.

(f) Microsoft reserves the right to identify Products on its online services. Licensee may opt out of the online services by written notice to Microsoft.

(g) Microsoft may communicate with Licensee for purposes of administering the logo program under this Agreement, providing updates and other information to Licensee about the program, and providing information to Licensee about new or successor programs related to the Logos.

3. Ownership, Identification & Use of Logo

(a) Microsoft acknowledges that:

(i) Microsoft is the sole owner of the Logo Assets and the goodwill associated with the Logo Assets;

(ii) Licensee will not acquire any right, title or interest in the Logo because of Licensee’s use of the Logo Assets; and

(iii) Microsoft is the sole beneficiary of the goodwill associated with Licensee’s use of the Logo Assets.

(b) Where Licensee includes a trademark footnote to give notice of its own trademarks or third party trademarks, Licensee must add the following wording to the trademark footnote, when using a Logo: “All other trademarks are the property of their respective owners.”

(c) Licensee will take reasonable steps to notify Microsoft if Licensee becomes aware of any suspected violation of or challenge to Microsoft’s rights in a Logo. Microsoft will have the sole right to determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Logo and will control any legal action concerning the Logo.

4. Quality Standards

(a) Licensee may use the Logo solely in connection with Product that:

(i) Licensee affirms is compatible with Windows 10 after running appropriate compatibility tests,

(ii) pass appropriate tests to minimize the possibility of crashes, hangs, and reboots,

(iii) meets or exceeds the quality of products distributed by Licensee before the Start Date;

(iv) meets or exceeds standards of quality and performance generally accepted in the industry, and

(v) complies with all applicable laws, rules and regulations.

(b) Licensee will cooperate with Microsoft to enable Microsoft to review Licensee’s use of the Logo and ensure that Product complies with the Quality Standards, including without limitation, providing Microsoft with a copy of the Product to run compatibility testing or evidence of compatibility testing, upon Microsoft’s request. Licensee will promptly correct any improper
use of the Logo and any Product that does not comply with the Quality Standards upon reasonable notice from Microsoft.

5. **Termination Procedures.**
   (a) Licensee may sell off any inventory of Product and distribute its remaining stock of advertising materials with the Logo for 180 days from the date of termination provided that:
       (i) the Agreement is not terminated for breach;
       (ii) all Product and advertising distributed during the sell-off period complies with this Agreement; and
       (iii) if Microsoft notifies Licensee of a third party claim during the sell-off period, the provisions of Section 8(b)(Indemnification) will apply.
   (b) Logos licensed under this Agreement may be discontinued at Microsoft’s discretion. Upon notice from Microsoft regarding the discontinuation of a Logo, no new Product may be licensed for the discontinued Logo. Microsoft will make commercially reasonable efforts to give 60 days prior notice of discontinuation.