Microsoft Azure VM EULA

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1. Definitions.

1.1 "DM" means Dimensional Mechanics, Inc.

1.2 "Server on Azure" or "Software" means Pre-installed software as a Virtual Machine ("VM") that can be run only on the Azure Cloud environment used on a per-hour usage basis.

1.3 "Virtual Machine" or "VM" means virtual machine images containing software applications, libraries, data and associated configuration settings as made available on Azure.

1.4 "Azure" means the Azure Cloud Services comprising a virtual computing environment including, without limitation, one (1) or more AMIs.

1.5 Azure Account means the User's Azure account registered on Azure.Microsoft.com used to launch VM instances, store and transfer data, run applications and receive billing.

1.6 "Authorized Platform" means the Linux operating system.

1.7 "Authorized Users" means employees and individual contractors (e.g., temporary employees) of User that uses the Software.

1.8 "Documentation" means the user manuals and technical publications as applicable, supplied in connection with Software relating to the use and administration of the Software.

1.9 "Sample Application Code" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

2. Subscription.

Subject to the terms and conditions of this Agreement, DM grants User a non-exclusive right to permit Authorized Users to use the Software solely on Azure on the Authorized Platforms, in the manner, on the versions of Azure, and for the purposes described in the Documentation.

2.1 Use Limitations. User may only use the Software in an active state for the number of hours for which User has purchased such VM subscription.

2.2 Sample Application Code. User's Authorized Users may use the Sample Application Code solely for purposes of facilitating use of validly accessed Software in accordance with this Agreement.

2.3 Documentation. User may make and distribute copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that User makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

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2.5 Restrictions

2.5.1 No Modifications, No Reverse Engineering. User shall not modify, port, adapt, shadow or translate the Software. User shall not reverse engineer, decompile, recompile, design around, shadow, disassemble or otherwise attempt to discover the source code of the Software.

2.5.2 No Unbundling. The Software may include various applications, utilities and components, or may support multiple platforms and languages. Nonetheless, the Software is designed and provided to User solely within Azure as permitted herein. User is not required to use all component parts of the Software, but User shall not unbundle the component parts of the Software. User shall not unbundle or repackage the Software for distribution, transfer or other disposition.

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2.5.5 License Limit. User shall only use the Software within Azure and only as allowed by the User's designated instance type and according to the terms and conditions of this Agreement.

2.5.6 Export Rules. User acknowledges that the Software is subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that User will comply with the Export Laws.

2.5.7 In the event that User fails to comply with this Agreement, DM may terminate the license (with all other rights of both parties and all other provisions of this Agreement surviving any such termination).

2.6 Delivery. The Software shall be made available solely via the VM.

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5.Support.

For the avoidance of doubt, DM has no liability and provides no support for the hardware or any Azure services provided by Microsoft.

6.NO WARRANTY.

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7. LIMITATION OF LIABILITY.

IN NO EVENT WILL DM OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO USER FOR ANY LOSS, DAMAGES, CLAIMS, PENALTIES, TAXES, ASSESSMENTS, FINES OR COSTS WHATSOEVER INCLUDING ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF A DM REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. DM'S ABSOLUTE AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO FIFTY UNITED STATES DOLLARS ($50). THIS LIMITATION WILL APPLY EVEN IF DM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

8.Governing Law.

This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of Washington, if a subscription to the Software is purchased when User is in the United States, Canada, or Mexico; (b) Japan, if a subscription to the Software is purchased when User is in Japan, (c) Singapore, if a subscription to the Software is obtained when User is in a member state of the Association of Southeast Asian Nations, Mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, or the Republic of Korea; or (c) England and Wales, if a subscription to the Software is purchased when User is in any other jurisdiction not described above. The respective courts of King County, Washington when Washington law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England and Wales applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this agreement, DM or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

9.General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates and upgrades may be offered to User by DM with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between DM and User relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. User shall comply with all applicable laws and regulations pertaining to this Agreement.

10.Relationship.

This Agreement shall not be construed to create any employment, partnership, joint venture, franchise, or agency relationship between DM and User, nor shall this Agreement be construed to authorize either Party to enter into any commitment or agreement binding on the other Party.

11.Term and Termination.

This Agreement shall remain in effect until either (a) any material breach of this Agreement by User occurs, or (b) User's cancellation of the Software on Azure. Upon the occurrence of a or b, above, this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, User shall discontinue use of the Software and shall destroy the Software, Documentation and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 3 (Intellectual Property Rights), 6 (No Warranty), 7 (Limitation of Liability), 8 (Governing Law), 9 (General Provisions), and 11 (Term and Termination). DM reserves the right, in its sole discretion, to change, cease to provide or discontinue support for the Software at any time without prior notice.

12.Third-Party Beneficiary.

User acknowledges and agrees that DM licensors (and/or DM if User obtained the Software from any party other than DM) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or DM.

13.Third Party Software.

The Software may contain third party software which requires notices and/or additional terms and conditions. To the limited extent a third-party license expressly supersedes this Agreement, that third party license governs User's use of that third-party component. (For e.g., See the TensorFlow License at http://www.apache.org/licenses/LICENSE-2.0.)