

# TERMS OF USE FOR A VIRTUAL MACHINE ENVIRONMENT

## DEPLOYED IN MICROSOFT AZURE FOR MICROSOFT DYNAMICS 365 FOR OPERATIONS TECHICAL PREVIEW 1

PURPOSE: DEVELOPMENT, TESTING, AND DEMONSTRATION

---

These terms of use are an agreement between you and Microsoft Corporation (or one of its affiliates). If you (an individual) enter into this agreement on behalf of a legal entity, you represent that you have the authority to bind that entity to this agreement.

This agreement is made and entered into as of the date when you first access the Virtual Machine (defined in Section 1). It applies to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated software or services).

**BY ACCESSING THE VIRTUAL MACHINE OR USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS THE VIRTUAL MACHINE OR USE THE SOFTWARE.**

**As described below, using some features also operate as your consent to the transmission of certain standard computer information for data collection.**

---

**If you comply with this agreement, you have the rights below.**

### 1. DEFINITIONS.

- a. **"Virtual Machine"** means an operating system running on a hypervisor on a host machine (shared by several operating system instances) made available by Microsoft for use in Microsoft Azure and in which the software and other Microsoft applications are pre-installed.

### 2. ACCESS AND USE RIGHTS.

- a. **Development, Testing, and Demo Use.** Microsoft grants you a limited, non-exclusive, non-transferable right to access the Virtual Machine solely to:
  - i. test, evaluate, and demonstrate the software;
  - ii. design, develop, install, and test applications created by you (or on your behalf) ("your applications") for the software;
  - iii. demonstrate and evaluate your applications for the software; and
  - iv. perform any of the rights granted under clause (i) through (iii) of this Section 2.a.

**You may not use (i) your applications in conjunction with the Virtual Machine or (ii) the software or any component or application in the Virtual Machine, in a live operating or production environment.**

- b. **License Keys.** You may be permitted to access certain retail features or functionality in the software enabled by a license key ("License Key") that Microsoft includes in the Virtual Machine. You may use the License Key, but only:
  - (i) internally within, and for running, your organization's business operations, and
  - (ii) on your organization's device(s) on which the Microsoft Dynamics Modern Point of Sale (MPOS) application is installed.

You may not (x) share the License Key with, or otherwise provide access to the License Key by, any third party; or (y) install and use any License Key on any device that is not owned or controlled by your organization.

- c. **Binary Packages.** The software may produce "Binary Packages" of code with an ".axpackage" extension that incorporates both your applications and Microsoft code. You may use such Microsoft code only in the

form of the Binary Packages as produced by the software. You may not extract such Microsoft code from the Binary Packages or use such Microsoft code other than in the process of running your applications with the software in the Virtual Machine.

- d. Included Microsoft Applications.** The Virtual Machine contains components from other Microsoft applications. These components are governed by separate agreements and their own product support policies, as described in the license terms found in the installation directory for that component or in the "Licenses" folder accompanying the software in this Virtual Machine.
  - e. Third Party Materials.** The software may include third party applications or other materials ("Third Party Materials") that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgments, if any, for the Third Party Materials may be accessible in the accompanying notices file. Even if such Third Party Material is governed by other agreements, the disclaimers, limitations on, and exclusion of damages below also apply to the extent allowed by applicable law.
  - f. Open Source Components.** The software may contain third party copyrighted software licensed under open source licenses with source code availability obligations. Copies of those licenses are included in the ThirdPartyNotices file or other accompanying notices file. You may obtain a copy of the corresponding source code from Microsoft, for a period of three years after our last shipment of the software, if and as required under the relevant open source license by sending a money order or check for \$5.00 to: The Source Code Compliance Team, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 USA. Please write the name and version of the source code (e.g., "source code for Chromium v. 31.0.1650.57 for Microsoft Dynamics AX) in the memo line of your payment. You may also find a copy of the source, if and as required, at <http://aka.ms/getsource>.
  - g. Fonts.** While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
  - h. Images.** You may: **(w)** copy the images and animations ("Images") included in the software and incorporate the copies in your applications; **(x)** manipulate, blend, crop, or modify the Images to make adjustments to the size, color, brightness, or contrast as necessary to optimize your applications; **(y)** incorporate such modified Images into your applications; and **(z)** publicly perform or publicly display copies of the Images (modified or unmodified) as part of your applications, all only for demonstration purposes and solely for use with the software.
  - i. Modifications.** Microsoft is not responsible for any problems that result from modifications (i) made by or for you or by a third party, or that are caused by third party hardware or software; or (ii) caused by any features or services you or any third party include or use with the software on the Virtual Machine, or with your applications, such as features that connect to any third party computer systems over the Internet.
- 3. DISTRIBUTABLE CODE.** The software may contain source code and object code that you are permitted to distribute (i.e., make available for third parties) ("**Distributable Code**") in your applications, as described in this Section.
- (a) Distribution Rights.** The Distributable Code, icons, and templates described below are distributable if included with the software and only if you comply with the terms below.
    - i. Retail SDK Distributable Code.** You may:
      - (x)** copy the Distributable Code found in the "RetailSDK" folder of the software; and
      - (y)** modify the copies of any Distributable Code found in the "RetailSDK" folder (but not any files found in the "References" folder) of the software, and combine any modified Distributable Code with your applications to develop a unified solution; and
      - (z)** distribute the Distributable Code found in the RetailSDK folder (but not any files found in the "References" folder) of the software, including any modifications to such Distributable Code, all solely in conjunction with or combined as part of your applications and solely for use with the software.
    - ii. Other Distributable Code.** You may:

**(x)** copy the Distributable Code of any model files found in the "PackagesLocalDirectory" folder of the software;

**(y)** modify the copies of any Distributable Code of any model files found in the "PackagesLocalDirectory" folder (but not any files found in the "ApplicationFoundation" or "ApplicationPlatform" folder) of the software, and combine the modified Distributable code with your applications to develop a unified solution; and

**(z)** distribute only the modified Distributable Code, solely in conjunction with or combined as part of your applications and solely for use with the software.

**iii. Icons and Templates.** You may: **(x)** copy icons or templates included in the software and incorporate the copies in your applications; and **(y)** distribute the icons or templates in your applications, all solely for use with the software in the Virtual Machine.

**iv. Third Party Distributors.** Subject to Section 3(a)(i) through (iv), you may permit distributors of your applications to copy and distribute any of the Distributable Code (including any modifications), icons, and templates you elect to distribute in your applications.

**(b) Distribution Requirements.** Subject to Section 3(a)(i) through (iv), for any Redistributable Code (including modifications) you distribute, you must:

- i.** add significant primary functionality to it in your applications;
- ii.** require distributors and external end users to agree to terms that protect it and Microsoft at least as much as this agreement; and
- iii.** indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your applications, except to the extent that any claim is based solely on the unmodified Distributable Code.

**(c) Distribution Restrictions.** You may not:

- i.** use Microsoft's trademarks or trade dress in your applications in any way that suggests your applications come from or are endorsed by Microsoft; or
- ii.** modify or distribute the source code of any Distributable Code so that any part of it becomes subject to any license that requires that the Distributable Code, any other part of the software, or any of Microsoft's other intellectual property be disclosed or distributed in source code form, or that others have the right to modify it.

**4. FEEDBACK.** If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share, and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.

**5. SCOPE OF RIGHTS.** The software is licensed not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You will not (and have no right to):

- (a)** transfer the software to or use the software outside of Microsoft Azure, unless you have obtained such rights apart from this agreement;
- (b)** work around any technical limitations in the software that only allow you to use it in certain ways;
- (c)** reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent permitted by licensing terms governing the use of open-source components that may be included with the software;
- (d)** remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- (e)** use the software in any way that is against the law or to create or propagate malware; or
- (f)** share, publish, distribute, or lend the software (except for any Distributable Code, subject to the terms above), provide the software as a stand-alone hosted solution for others to use, or transfer the software or

this agreement to any third party.

- 6. DATA COLLECTION.** The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=512132>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.
- 7. EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.
- 8. SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.
- 9. UPDATES.**

  - (a) Operating System.** The Windows Server operating system may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
  - (b) Software.** Microsoft may, at any time, in its sole discretion, but is not obligated to, provide bug fixes, updates, enhancements, supplements, or additional features or functionality to the software. If Microsoft provides updates to the software, you will deploy the most current update 30 days after the date that Microsoft makes such update available. You are solely responsible for deploying any updates and ensuring they work with the software.
- 10. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the software and all of its component parts and stop accessing the Virtual Machine and the software.
- 11. ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third party applications, is the entire agreement for the software.
- 12. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. If you acquired the software in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.
- 13. CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

  - (a) Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
  - (b) Canada.** If you acquired this software or access to this Virtual Machine in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

**(c) Germany and Austria.**

**(i) Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.

**(ii) Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

**14. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES OR GUARANTEES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

**15. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.**

This limitation applies to: (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

Please note: As this software is distributed in Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

**Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.**

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.