

# **EXHIBIT 1**

## Microsoft Terms of Use for Artifact Signing

Last Updated: January 5, 2026

These Microsoft Terms of Use for Artifact Signing (“**TOU**”) are a contract between Microsoft Corporation or its applicable Affiliate (“**Microsoft**”) and the employer (or other identified organization) of the individual clicking the “I accept” button or otherwise accepting this TOU (“**Company**”). This TOU governs the terms of Company’s (and its personnel’s) use of Microsoft’s Artifact Signing (“**Services**,” as further described below). If, however, the individual clicking the “I accept” button or otherwise accepting this TOU is not engaged or employed by an entity that will benefit from access to the Services (or the individual is engaged or employed by an entity that could benefit from access to the Services but the individual is either using the Services on his or her own behalf or outside the course and scope of such employment), then “Company” as used in this TOU refers to that individual.

**By clicking the “Accept” check box below, or otherwise using or attempting to use the Services in any way, Company accepts this TOU (which includes any terms and policies in or applicable to any Portal (defined below)) and also is bound by all obligations of, and all limitations applicable to, the “Subscriber” as set forth in Microsoft’s CPS (defined below). The individual accepting this TOU is doing so on Company’s behalf and such individual represents and warrants he or she is agreeing to these terms on behalf of, and has authority to bind, Company. Company represents and warrants that it has read and understands this TOU. Each submission by or on behalf of Company of software to the Services for signing is deemed to be Company’s reaffirmation and ratification of Company’s acceptance of this TOU.**

The Services are designed to help companies that implement, and solution providers that implement their solutions on, Microsoft or third-party platforms to do so in a more secure way (although no security solutions are impervious to compromise). Company’s use of the Services is completely voluntary.

### **Section 1. Applicable Terms.**

The Services are subject to all terms in or referenced in this TOU or in any Portal. Microsoft reserves the right to update the TOU at any time, effective on notice to Company and solely with prospective effect, by making new terms available in a Portal or through tools or documentation for the Services.

### **Section 2. The Services.**

**Services Access; Vetting.** The Services are a Signing service available as part of Microsoft’s Azure service (“**Azure**”). The Services enable organizations to help verify that every application comes from a trusted source through the use of digital certificates and Microsoft’s PKI. Company appoints Microsoft as Company’s Applicant Representative in connection with the Services, including with regard to issuing, renewing, managing, and revoking digital certificates and associated keys. To use the Services, Company (and its personnel, if applicable) must submit certain personal and other information for vetting to verify Company’s identity and that of its submitting personnel, if applicable, as well as to verify other relevant information (“**Submitted Information**”). Microsoft will, in its sole and unreviewable discretion, determine: (i) the Vetting Criteria; (ii) whether the Submitted Information satisfies the Vetting Criteria; and (iii) whether to provide the Signing functionality of the Services to Company. Microsoft may use internal (e.g., information from other Microsoft resources or services, such as Microsoft’s Publisher Reputation Service) or external sources to review and assess the Submitted Information; by submitting the Submitted Information, Company consents to such review and assessment. If Microsoft determines that the Submitted Information fails to satisfy the Vetting Criteria, Microsoft will notify Company of such failure, but Microsoft’s notice need not specify the reasons for such failure. Company is free to submit a new application for vetting, although Microsoft has no obligation to explain to Company why it failed to satisfy the Vetting Criteria. If Microsoft determines that the Submitted Information satisfies the Vetting Criteria, then Microsoft will notify Company and provide Company access to the Signing functionality of the Services. Notwithstanding a determination by Microsoft that the Submitted Information satisfied the Vetting Criteria and to provide such

Signing functionality to Company, Microsoft may elect to reassess the determination at any time and from time to time (each, a “**Reassessment**”). On Microsoft’s request in connection with any Reassessment, Company will provide Microsoft with updated Submitted Information. In connection with Microsoft’s initial determination to provide Services, and with any Reassessment, Company irrevocably consents to all verification activities listed or referenced in Microsoft’s CPS (as well as to any other verification activities Microsoft may elect to provide or implement) and to Microsoft’s retention of all Submitted Information as necessary to comply with Microsoft’s regulatory or other (e.g., CA/Browser Forum) obligations in connection with operation of Microsoft’s PKI (which may require retention of Submitted Information for up to 10 years, whether Microsoft determines that the Submitted Information satisfies Vetting Criteria or not). If Company does not agree that Microsoft may retain Submitted Information, it will not submit Submitted Information and will not try to onboard to use the Services. The initial fee (if any) paid for the Services is non-refundable, non-cancelable, and may be retained by Microsoft in consideration of Microsoft’s costs to perform vetting and any Reassessment, even if Microsoft ultimately determines that the Submitted Information fails to satisfy the Vetting Criteria. For purposes of this TOU, “**Services**” is deemed to include any Managed Certificate(s) issued through the Services and the functionality of such Managed Certificates. “**Vetting Criteria**” means the then-current version of information determined by Microsoft to be relevant to determine the identity and suitability of Company (and its personnel, if applicable) to have access to the Services. “**PKI**” means public key infrastructure. “**Sign**” or “**Signing**” means the process of applying a cryptographic hash to catalogs, scripts, code integrity policies, executable computer code, or any other digital content (e.g., images, at Microsoft’s election) to validate authenticity and integrity of the foregoing using the Managed Certificate(s) issued to Company. “**Applicant Representative**” is defined in Microsoft’s CPS.

**(a) Services Use; Security.** To enhance safety of the Services, Company will: (i) use the signing functionality of the Services solely for the purposes as constrained by the extensions in the corresponding digital certificates issued by Microsoft on behalf of Company and managed by Microsoft as part of the Services (“**Managed Certificates**”); (ii) to the extent, and as soon as, multifactor authentication functionality is included for Company’s applicable Azure account types, enable Azure’s native multifactor authentication for each account that will access the Services; (iii) protect Company’s Services access criteria to prevent unauthorized use; (iv) immediately contact Microsoft if Company’s Services access criteria are compromised; and (v) cease any Services signing activities after the applicable Managed Certificate has expired or been revoked. Microsoft may revoke Services access (and may also revoke any related signatures and Managed Certificates), immediately and without notice, for any breach of this TOU, including with regard to this Section 2.

**(b) Company’s Representations and Warranties.** Company represents and warrants to Microsoft and to anyone who may rely on a Certificate issued to Company that: (i) all the Submitted Information and all representations Company makes to Microsoft in any Services applications are accurate; (ii) Company will inform Microsoft if the Submitted Information or the representations it made to Microsoft in any Services application changed or is no longer valid; (iii) no Submitted Information (including the e-mail address of Company’s personnel who submitted such information, if applicable) infringes the intellectual property rights of any third parties; (iv) it has reviewed (and will in the future covenants to review) any Managed Certificates issued to Company and that their contents are accurate, including with regard to Submitted Information; (v) the Submitted Information (including the email address of Company’s personnel who submitted such information, if applicable) has not been and will not be used for any unlawful purpose; (vi) only persons authorized by Company have had access or will have access (since the time of its creation) to any challenge phrase, PIN, software, or hardware mechanism protecting Company’s access to the Services; (vii) Company will use the Services exclusively for authorized and legal purposes consistent with this TOU; (viii) Company will use the Services as an end-user and not as a certification authority; (ix) Company ratifies assent to all terms of this TOU as a condition of using the Services; and (x) Company will not monitor, interfere with, or reverse engineer (except to the extent it cannot be prohibited from so doing under applicable law) the technical implementation of any Microsoft intellectual property related to the Services, except with Microsoft’s prior written approval, and will not otherwise intentionally compromise

the security of any such platform. Company further represents and warrants that it has sufficient information to make an informed decision as to the extent to which it chooses to rely on the information in a digital signature issued from the Services, that Company is solely responsible for deciding whether or not to rely on such information, and that Company will bear the legal consequences of its failure to perform any obligations it may have as a relying party in relation to the Services. Moreover, Company further represents and warrants that it is relying on Microsoft, as Company's Applicant Representative, to take reasonable measures to comply with obligations under Microsoft's CP and CPS to protect Managed Certificates and related information (e.g., to assure control of, keep confidential, and properly protect the Private Key (defined in Microsoft's CPS) that corresponds to the Public Key (defined in Microsoft's CPS) for any Managed Certificates, as well as any associated activation data or devices). For clarity, Company is not directly obligated to protect the Private Key associated with any Managed Certificate as the Services do not provide Company control over any such Private Key.

**(c) Company's Additional Obligations.** If Company becomes aware of any incident (including any incident for which Microsoft reserves the right to revoke a signature or Managed Certificate under Section 2(d)) that could reasonably compromise the trust status of the Services (or of the chain of trust for any such Services), Company will immediately investigate the incident and provide a detailed report to Microsoft concerning the causes of the incident and proposed cures. If desired by Microsoft, Company will make appropriate personnel (if applicable) available to discuss the findings of the report and corrective actions being taken. Without limiting the foregoing, Company will respond to all reports of malicious activity (including viruses, Phishing, Malware, PUA, instances of fraud, or otherwise inaccurate information provided in acquisition of any signature, and applications and activities that, regardless of intent, cause harm to the Services or any related platforms or technologies or to Microsoft's assets or reputation. "**Malware**" means malicious software. "**PUA**" or "**Potentially Unwanted Application**" means software that can cause a computer to run slowly, display unexpected advertisements or other unexpected content, or install other software that may be more harmful or annoying. "**Phishing**" means collecting end user information by fraudulently inducing an end user to disclose such information through a website (or other online means) that the end user believes is operated or provided by a trusted third party.

**(d) Certificate Revocation.** Microsoft may revoke Managed Certificates (which will invalidate signatures) issued to Company: (i) on written request (including electronic request) of Company; (ii) if Microsoft suspects that any fact provided to Microsoft by Company in connection with the Services is not true (or was not true when provided by Company); (iii) as necessary to comply with then-current CA Standards or Audit Standards applicable to the Services; (iv) if Company is in material breach of the TOU; (v) if the security of any of Company's credentials for the Services has (or may have) been compromised; (vi) if the signature was not properly issued under this TOU or applicable CA Standards; (vii) if Microsoft suspects the signature or Managed Certificate was issued to a Malware or PUA publisher, used to sign Malware or PUA, or used for Phishing purposes; (viii) if Microsoft suspects the signature or Managed Certificate was issued due to any fraud or negligence; (ix) if a signature or Managed Certificate, if not revoked, will compromise the trust status of Microsoft's PKI or any other Microsoft technology or platform; and (x) as otherwise reasonably determined by Microsoft to protect safety or security. For clarity, Microsoft may make its revocation decisions based on information obtained by, or reported to, Microsoft from any and all sources, including from internal sources and from third party reports. Immediately on or at any time after any such revocation, Company acknowledges that Microsoft may publish such revocation facts to its certificate revocation list, which is publicly available, and that such revocation may cause systems and software owned, controlled, or published by Company to, fully and finally, cease operation or otherwise fail. If Company disagrees with any revocation decision, it will promptly notify Microsoft under Section 15(b). "**Audit Standards**" means the then-current audit requirements to assess the adequacy and effectiveness of Microsoft's controls of its PKI. "**CA Standards**" means, collectively, Microsoft's CPS, CP, and any other applicable policies that signatures or Managed Certificates issued by Microsoft must comply with. "**Certificate Policy**" or "**CP**" means a statement that includes a set of rules indicating the applicability of a certificate to a particular community or class of application with common security requirements. "**Certificate Practices Statement**" or "**CPS**" means a statement that describes the practices employed by a certificate authority when issuing and managing certificates.

(e) **Audit.** Microsoft may require Company to, from time to time, fill out and respond to Microsoft’s self-audit questionnaire regarding Company’s use of the Services.

(f) **Termination or Modification.** Microsoft may terminate or modify the Services at any time, for any reason or no reason, effective on notice to Company.

(g) **Code of Conduct.** To protect customers and the Services, Microsoft has established the rules in this Section 2(g) governing Services use (“**Code of Conduct**”). Actions that violate this Code of Conduct or the TOU are not permitted. Company may not use the Services to (or to assist any third party to): (i) do anything illegal; (ii) engage in any activity that exploits, harms, or threatens to harm anyone; (iii) help others send unsolicited bulk email, postings, or instant messages; (iv) publicly display inappropriate images; (v) engage in false or misleading activity; (vi) engage in activity that harms the Services or others; (vii) infringe on or misappropriate the rights of others; (viii) engage in activity that violates the privacy or other rights of others; (ix) use the Services in any unauthorized way that could interfere with anyone else’s use of them or gain access to any service, data, user account, or network; (x) circumvent any technological protection measures in or relating to the Services; or (xi) enable access to the Services by unauthorized third-party applications. In many cases Microsoft is alerted to Code of Conduct violations through customer complaints, but Microsoft may also deploy automated technologies to detect such violations. When investigating these matters, Microsoft or its agents may review Company’s data to resolve the issue. This is in addition to the uses Microsoft describes elsewhere in this TOU or the Privacy Statement (defined in Section 10).

### **Section 3. Use of Services.**

Company will use the Services solely in accordance with applicable laws and regulations, this TOU (including the Code of Conduct), and the Portal, including with regard to any “Acceptable Use Policy” or the like that may be included in the Portal. Without limiting the foregoing, Company will not use the Services 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 Services. Company will not, and will cause its personnel (if applicable) not to: (a) attempt to gain unauthorized access to any Services, other accounts, computer systems, or networks connected to any Microsoft server or to any of the Services, through hacking, password mining, or any other means; or (b) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Microsoft may, at any time: (y) terminate the access of Company (or its personnel, if applicable) to any or all Services, without notice, for any reason or no reason; and (z) disclose any information as Microsoft deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit or to remove any information or materials, in whole or in part, in Microsoft’s sole discretion.

### **Section 4. Portal; Alternative Functionality.**

Company will (and will cause its relevant personnel, if applicable to) become familiar with the Portal and consult it regularly to receive communications and notices from Microsoft, including updates to policies, processes, best practices, and other information. Use of or access to the Services (or certain of their functionalities) may be subject to separate or additional terms. Company (and Company’s personnel using the Services, if applicable) will use the Portal responsibly (and, if applicable, Company will permit only its authorized personnel to access it). If Microsoft provides tools enabling Company to self-administer its access rights (and, if applicable, those of its personnel) to such Portal, Company will use such tools to monitor and control such access. If Microsoft provides alternative means (e.g., a command line utility) to provide the Portal functionality, the terms and limitations applicable to Portal use, as set forth in this Section 4, will, as applicable, also apply to all such alternative means. “**Portal**” means the websites at [portal.azure.com/#home](https://portal.azure.com/#home), or any successor websites.

### **Section 5. Account, Password, and Security**

If any of the Services requires Company (or its personnel, if applicable) to open an account, Company will (and will cause its personnel to, if applicable): (a) complete the registration process by providing Microsoft with current,

complete, and accurate information as prompted by the applicable registration form; and (b) choose a password and a user name. Company is entirely responsible for maintaining the confidentiality of such passwords and accounts. Furthermore, Company is entirely responsible for any and all activities that occur under all such accounts. Company will (and will cause its personnel to, if applicable) notify Microsoft immediately of any unauthorized use of its accounts or any other breach of security. Microsoft will not be liable for any loss that Company (or its personnel, if applicable) may incur as a result of someone else using such passwords or accounts, either with or without the knowledge of Company (or of its personnel, if applicable). However, Company could be held liable for losses incurred by Microsoft or another party due to someone else using such accounts or passwords. Company will not (and will cause its personnel not to, if applicable) use anyone else's account at any time, without the permission of the account holder.

#### **Section 6. Materials Provided to Microsoft or Posted at a Microsoft Website.**

**(a) Submissions.** Microsoft does not claim ownership of any materials that Company (or its personnel, if applicable) may provide to Microsoft (including feedback and suggestions) or post, upload, input, or submit to any Services for review by the general public, or by the members of any public or private community, (each a "**Submission**" and collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting ("**Posting**") a Submission, Company (and its personnel, if applicable) are granting Microsoft, its affiliated companies, and necessary sublicensees a license, under all their respective intellectual property rights, to use the Submission in connection with their respective businesses (including the Services), including the rights to, solely in relation to the Services: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Submission; to publish Company's name in connection with the Submission; to make, use, sell, offer to sell, export, and otherwise implement products and services (including the Services) that include or implement the Submission; and the right to sublicense such rights to any supplier of the Services.

**(b) No Obligations.** No compensation will be paid with respect to the use of Submissions. Microsoft is under no obligation to post or use any Submission that Company (or its personnel, if applicable) may provide, and Microsoft may remove any Submission at any time in its sole discretion.

**(c) Rights.** By Posting a Submission, Company (and its submitting personnel, if applicable) warrant and represent that Company owns or otherwise controls all of the rights to the Submission as described in this TOU including all the rights necessary to provide, post, upload, input, and submit the Submissions.

**(d) Images.** In addition to the warranty and representation above, by Posting a Submission that contains images, photographs, pictures, or that is otherwise graphical in whole or in part ("**Images**"), Company (and its submitting personnel, if applicable) warrant and represent that: (i) the submitter is the copyright owner of such Images, or that the copyright owner of such Images has granted the submitter permission to use such Images and any content or images contained in them consistent with this TOU and the Services; (ii) Company (and its submitting personnel, if applicable) have the rights necessary to grant the licenses and sublicenses described in this TOU; and (iii) each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in this TOU, including the distribution, public display, and reproduction of such Images. No compensation will be paid with respect to the use of such Images.

#### **Section 7. Software Available with the Services.**

**(a) License.** Any software that is made available to download in relation to the Services ("**Software**") is the copyrighted work of Microsoft, its suppliers, or both. Use of the Software is governed by the terms of the end user license agreement, if any, that accompanies or is included with the Software ("**License Agreement**"). If any Software does not include an express License Agreement, then such Software is deemed included in the Services for purposes of limiting Microsoft's liability in relation to the Software, and determining applicability of Company's defense and indemnification obligations, under Sections 10 – 14, the License Agreement is deemed to consist of solely the following clauses (i) and (ii), and all other terms of this TOU pertaining to the Software will also apply: (i) Microsoft grants Company a nonexclusive, nontransferable right to use the Software solely internally and solely to use the Services in accordance with, and subject to, this TOU; and (ii) the Software is Microsoft's Confidential

Information (unless it is publicly available). An end user may not install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. For any Software that does not include an express License Agreement, Company is deemed to have agreed to the terms of this TOU as applied to such Software by installing or using (or attempting to install or use) such Software. Third party scripts or code, linked to or referenced from the Services or Portal, are licensed by the third parties that own such code, not by Microsoft. If any express License Agreement conflicts with this TOU, then the License Agreement will control solely as applicable to Company's use of the Software, but this TOU will control for all other purposes.

**(b) Limitations.** Any Software is made available for download solely for use by Company (and by Company's end users, if applicable) according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law and may result in severe civil and criminal penalties. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the License Agreement accompanying such Software.

**(c) Software Warranties.** Any Software is warranted, if at all, only under the terms of the License Agreement.

**(d) Government Use of Software.** Any Software that is downloaded from or in relation to the Services for or on behalf of the United States of America, its agencies, or its instrumentalities ("**U.S. Government**") is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227- 7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227- 19, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

#### **Section 8. Documents Available on this Website.**

**(a) Use of Documents.** If Microsoft provides documents (e.g., white papers, press releases, datasheets, FAQs, etc.) as part of, or in connection with, the Services (collectively, "**Documents**"), Microsoft grants Company the right to use such Documents, but only if: (i) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear; (ii) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media; and (iii) Company does not make any modifications of any Documents. Accredited educational institutions, such as K-12, universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Any other use is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

All Documents are Copyright© Microsoft Corporation. All rights are reserved. Microsoft or its respective suppliers make no representations about the suitability of the information contained in the Documents and related graphics published as part of the Services for any purpose. All such Documents and related graphics are provided "**as is**" without warranty of any kind. Microsoft or its respective suppliers disclaim all warranties and conditions with regard to this information, including all warranties and conditions of merchantability, whether express, implied, or statutory, fitness for a particular purpose, title, and non-infringement. In no event will Microsoft or its respective suppliers be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of information available from the Services. The Documents and related graphics published on the Services could include technical inaccuracies or typographical errors. Changes are periodically added to the information in the Documents. Microsoft or its respective suppliers may make improvements or changes in the product(s) or the program(s) described in the Documents at any time.

**(b) Exclusions.** Documents specified above do not include the design or layout of the Microsoft.com website or any other Microsoft owned, operated, licensed, or controlled site. Elements of Microsoft websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in

whole or in part. No logo, graphic, sound, or image from any Microsoft website may be copied or retransmitted unless expressly permitted by Microsoft.

#### **Section 9. Confidentiality.**

**(a) Definition.** “*Confidential Information*” means nonpublic information the disclosing party designates as being confidential, or that, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information does not include any information: (i) receiving party developed independently (as proven by receiving party’s written records); (ii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation owed to disclosing party; (iii) known to receiving party, without a duty of confidentiality, at the time it was disclosed by disclosing party (as proven by receiving party’s written records); or (iv) that is a Submission.

**(b) Obligations.** Each party will: (i) protect the other’s Confidential Information from unauthorized dissemination with the same degree of care it uses to protect its own like information, but never less than reasonable care; (ii) use disclosing party’s Confidential Information solely as necessary to perform under this Agreement; and (iii) for five years after the date of disclosure, not disclose disclosing party’s Confidential Information to any third party without disclosing party’s prior written permission in each case. Confidential Information may, however, be disclosed in accordance with a judicial or other governmental order, if receiving party either gives reasonable notice of such disclosure to allow disclosing party a reasonable opportunity to seek a protective order or equivalent; or obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection available under applicable law. Confidential Information may also be disclosed to a party’s personnel (who are bound by written confidentiality obligations not less restrictive than those of this Agreement) and its Affiliates, in each case solely to the extent such personnel or Affiliates reasonably need to know such Confidential Information for proper performance of this Agreement. Neither party is required to restrict work assignments of its personnel (if applicable) who have had access to Confidential Information. Neither party can control the incoming information the other will disclose in the course of working together under or in relation to this Agreement, or what its personnel (if applicable) will remember, even without notes or other aids. As such, the use of information in the unaided memories of such personnel (if applicable) in the development or deployment of the parties’ respective products or services does not create liability under this Agreement or trade secret law, and each party will limit what it discloses to the other accordingly. Microsoft’s Confidential Information includes the existence and terms of this Agreement, and all other information pertaining to released or unreleased Microsoft software or hardware, marketing or promotion of any Microsoft product, Microsoft business policies or practices, or Microsoft customers or suppliers.

#### **Section 10. Privacy and Protection of Personal Information.**

See the Privacy Statement (see <https://www.microsoft.com/en-us/privacy/privacystatement>) disclosures relating to collection and use of Company’s information. Notwithstanding the foregoing, or anything in this TOU or the Privacy Statement purportedly to the contrary, Company acknowledges that, as part of operating a PKI for which members of the public may be relying parties, and for which Microsoft will be required to subject itself to regular audits in accordance with Microsoft’s CP and CPS and the then-current CA/Browser Forum guidelines (see <https://cabforum.org/>), Microsoft has legitimate legal and public-interest purposes to retain all Submitted Information for forensic and audit purposes as well as in relation to defense of possible future legal claims. By submitting the Submitted Information: (a) Company is acknowledging that Microsoft has such retention needs and that they are legitimate needs; and (b) Company is consenting to such retention.

#### **Section 11. Preview Services.**

As of the “Last Updated” date referenced above, the Services are a Preview version and may not work correctly or in the manner that a commercial version of the Services may function. Certain features may be missing or disabled. Microsoft may update the Services, which may result in any code or functionality that implements or has a technical dependency on the Services becoming non-functional. Because the Services are a Preview,

Microsoft makes no representations, warranties, or guarantees whatsoever with regard to the Services or their functionality. Microsoft may change or update the Services at any time for future pre-releases or commercial availability. Microsoft may also elect not to make a commercial version available or may elect to make a commercial version available under a different license agreement. Company acknowledges that using Preview Services is at Company's sole risk. "**Preview**" means pilot, beta, or other pre-commercial release features, functionality, software, or services offered by Microsoft or by Company for optional evaluation by actual or potential customers.

#### **Section 12. Disclaimer of Warranties.**

**Except as otherwise expressly stated in this TOU or in Microsoft's CP or CPS: (a) each party's performance and deliverables are provided "as-is," "with all faults," and "as available"; (b) each party bears all risk of the other party's performance and of using the other party's deliverables (other than for the other party's breach, and subject to Section 14); and (c) any other warranties related to this TOU (express, implied, statutory, or otherwise, and including any warranties or conditions of product liability, fitness for a particular purpose, non-infringement, merchantability, and workmanlike effort) are excluded. Without limiting the foregoing:**

**(a) Services.** Except as and solely to the extent otherwise expressly set forth to the contrary in Microsoft's CP or CPS, Microsoft and its respective suppliers make no representations or warranties that the Services will correctly assess the Submitted Information against the Vetting Criteria or that the Services will correctly validate authenticity or integrity.

**(b) Software.** Except as may be expressly warranted in the License Agreement, Microsoft disclaims all warranties and conditions with regard to any Software. For Company's convenience, Microsoft may make available as part of the Services or in its Software products certain tools or utilities for use or download. Microsoft does not make any assurances with regard to the accuracy of the results or output that derives from such use of any such tools and utilities.

**(c) Documents.** Microsoft and its respective suppliers make no representations or warranties about the suitability of the information contained in the Documents and related graphics published as part of the Services for any purpose. All such Documents and related graphics: (i) could include technical inaccuracies or typographical errors; (ii) may be updated or removed at any time, without notice; and (iii) are provided "as is" and without warranties or conditions of any kind.

#### **Section 13. Limited Liability.**

In no event will Microsoft, its respective suppliers, or both, be liable for any special, indirect, punitive, or consequential damages (or any damages whatsoever resulting from loss of use, data, or profits), whether in an action in contract, negligence, or other tortious action, arising out of or in connection with: (a) the use or performance of any Software or Documents; (b) provision of or failure to provide Services; (c) information available from the Services; (d) any decisions or analysis made by Microsoft in relation to the Services, or made by the Services themselves, including with regard to decisions or analyses in relation to issuance or revocation of signatures (e.g., due to a determination that the Services are being used to sign Malware or PUA) or Managed Certificates; or (e) any other use, failure or inability to use, or provision, of the Services. Microsoft's maximum, aggregate liability under or in relation to this TOU (including with regard to any Services, any Managed Certificates, or otherwise) to Company or to any third parties (including to any relying parties) is limited to the greater of the total amount (if any) that Company paid to access and use the Services in the three months before the claim arose or one dollar (unless a limitation to one dollar is not legally effective, in which case, if the amount Company paid to access and use the Services in the three months before the claim arose is zero, such maximum, aggregate liability is limited to the maximum extent permitted under applicable law). This Section 13 applies to the maximum extent permitted under applicable law.

#### **Section 14. Defense and Indemnity.**

Company will defend, indemnify, and hold harmless Microsoft from and against any and all Claims. Microsoft will notify Company promptly in writing of the Claim and permit Company, using mutually agreed counsel, to answer and defend the Claim (although Microsoft's failure to notify Company will not relieve Company of any liability under this Section 14, except to the extent such failure materially prejudices Company's ability to defend such Claims). Microsoft will, on Company's reasonable request, also provide Company with reasonable assistance in defending the Claim (and Company will reimburse Microsoft for any out-of-pocket expenses incurred in providing that assistance). Company will not stipulate, admit, or acknowledge any fault or liability on Microsoft's part, and will not publicize any settlement (or other information about a Claim), without Microsoft's express, prior, written consent. Microsoft may participate in the defense of Claims at its own expense and with counsel of its own choosing. "**Claim**" means any threat, action, cause of action, suit, proceeding, claim, or demand of any third party: (a) that if true as alleged reflects a breach of this TOU by or on behalf of Company; (b) that relates, in any way, to use of the Services by or on behalf of Company (including revocation or failure (or failure timely) to revoke); or (c) alleging Company's gross negligence or willful misconduct.

#### **Section 15. General.**

**(a) Law, Venue.** The TOU is governed by Washington law (disregarding conflicts principles that require applying the law of another jurisdiction), and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, and each party waives all defenses of lack of personal jurisdiction and forum non conveniens in these courts.

**(b) Notices.** Company consents to Microsoft providing notices about the Services or TOU, or information the law requires Microsoft to provide, via email to the address Company specified when it signed up for the Services. Notices emailed to Company will be deemed given and received when the email is sent. If Company does not consent to receive notices electronically, it must stop using the Services. Notwithstanding the foregoing, any notices that Microsoft provides Company under this TOU may also be given by publishing, and are deemed received when published, on any Microsoft website related to the Services or on the Portal. Company consents to receive email notices pertaining to the Services or the TOU, which notices may contain, or may direct Company to the Portal to receive, the relevant information. All notices to Microsoft will be in writing and sent via trackable delivery (e.g., first class mail with return receipt requested), addressed to Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399 to the attention of our signatory below, with a copy via facsimile (425-936-7329) to Microsoft Corporation, Corporate, External, and Legal Affairs, Attn: DGC Artifact Signing (although notices in the ordinary course of business and pertaining to the Managed Certificates will be sent via the methods made available through Azure support (see <https://azure.microsoft.com/en-us/support>)).

**(c) Assignment.** Company will not sell, assign, transfer, pledge, or encumber this TOU or any right under it, or delegate any duty under it, by assignment or operation of law, without Microsoft's consent. Subject to the foregoing, this TOU will bind and benefit Company's successors and permitted assigns.

**(d) Ownership.** Nothing in this TOU will have any effect on either party's ownership of its intellectual property or other proprietary rights. Company may use any Managed Certificates provided through the Services solely under the terms of this TOU.

**(e) Force Majeure.** Microsoft will not be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, and acts or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)).

**(f) Construction.** If a court of competent jurisdiction finds any term of this TOU unenforceable, that term will be fully enforced to effect the parties' intent, and all other terms will continue in force. Captions are intended solely for the parties' convenience and will not affect the meaning of any term. Unless stated, or context requires otherwise: (i) "written" or "in writing" refers only to a signed, non-electronic document (although, for clarity,

notices pertaining to the Managed Certificates or signatures, including with regard to their use or status, or access credentials related to same, will be provided electronically, either, if to Company, to the email address provided by Company with its Submitted Information or, if to Microsoft, via the methods made available through Azure support (see <https://azure.microsoft.com/en-us/support>); (ii) all internal references are to this TOU and its parties; (iii) “day” means a “calendar day”; (iv) “partner” if used in this TOU or related documentation, is not used as a legal term of art and does not describe or imply a partnership; (v) “may” means that the applicable party has a right, but not a concomitant duty; (vi) a party’s choices related to this TOU are in its sole discretion, subject to any implied duty of good faith; (vii) URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs; (viii) a writing is “signed” when it has been hand-signed (i.e., with a pen) or signed via an electronic signature service by a duly authorized representative of the signing party; and (ix) “notice” means a notice that complies with, and “notify” means to give notice under, Section 15(b). Lists of examples following “including” or “e.g.” or similar words are not exhaustive (i.e., are interpreted to include “without limitation”), unless qualified by words such as “only” or “solely.” This TOU will be interpreted according to the plain meaning of its terms without a presumption that it should favor either party. This TOU is written in English, which is the sole language used to interpret or construe it (except if otherwise required by applicable law).

**(g) Miscellaneous.** Each party is an independent contractor to the other and has no authority to act on behalf of or bind the other (except for Microsoft’s right to act as Company’s Applicant Representative), and this TOU does not create any other relationship (e.g., employment, partnership, agency, or franchise). Nothing in this TOU may be construed as creating an exclusive relationship between Microsoft and Company. When performing this TOU, each party will comply with applicable law (although Microsoft is not obligated to comply with any law that is not generally applicable to all similarly situated technology companies). This TOU is solely for the benefit of Microsoft and Company. It isn’t for the benefit of any other person, except for Microsoft’s successors and assigns. Microsoft may delegate performance to its subcontractors and may provide and sublicense, to its subcontractors, Company’s intellectual property or Submitted Information provided under this TOU. Each party will pay its own costs to perform. All rights and remedies under this TOU are cumulative. No waiver of any breach will waive any other breach, and only written waivers are effective. If Company is an individual, as expressly contemplated in the first full paragraph of this TOU above, then, notwithstanding Section 15(a), the sections entitled “Choice of Law and Place to Resolve Disputes” and “Binding Arbitration and Class Action Waiver”, both in the Microsoft Services Agreement (see [aka.ms/msa](https://aka.ms/msa)), will apply to you.