



Product Terms

Managed Server Hosting

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to the Managed Server Hosting Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of the Managed Server Hosting indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
 - 1.5.1 “**24 Hour Reboot Service**” means the additional Server Hosting service, Customer can subscribe to at additional Service Fees, as contemplated in clause 6.12;
 - 1.5.2 “**Application Form**” means the application form completed and signed by Customer for the initiation of Managed Server Hosting, as same may be amended from time to time in terms of the Agreement;
 - 1.5.3 “**SPLA Software**” means Software rented from MWEB Business and supplied by Microsoft Corporation, as contemplated in clause 7;
 - 1.5.4 “**Computer System**” means the Server and the Software;
 - 1.5.5 “**Data Traffic**” means TCP/IP packets originating from the Server to the Internet and packets originating from the Internet to the Server;
 - 1.5.6 “**Equipment Rental Product Terms**” means the terms and conditions applicable to the rental of the Server by MWEB Business to Customer which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “**Product Terms**” and incorporated herein by reference;
 - 1.5.7 “**Force Majeure**” means any of the following events to the extent such events are beyond the reasonable control of a party-

- 1.5.7.1 acts of God;
 - 1.5.7.2 fires, floods or other catastrophes;
 - 1.5.7.3 acts or failures to act of any governmental authority;
 - 1.5.7.4 acts of war or civil disturbances;
 - 1.5.7.5 terrorism;
 - 1.5.7.6 Severe weather;
 - 1.5.7.7 Strikes and other labour action;
 - 1.5.7.8 Theft and vandalism;
 - 1.5.7.9 other external aggression, including cable cuts; and
 - 1.5.7.10 other similar events beyond MWEB Business' control;
- 1.5.8 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business' customers, which is available at <http://www.mwebbusiness.co.za/Legal.aspx> under the heading General Terms;
- 1.5.9 “**Location**” means MWEB Business' managed environment of data centre and situated at The Internet House, Greenacres Office Park, cnr Barry Hertzog/Rustenburg Roads, Victory Park, Johannesburg, Gauteng and/or any other address indicated by MWEB Business from time to time;
- 1.5.10 “**Managed Server Hosting**” means the Services, contemplated in these Product Terms, MWEB Business renders to Customer in accordance with Customer's selections as indicated in the Application Form under such heading or description whereby: (i) MWEB Business hosts the Server at the Location; (ii) manages the Computer System on behalf of Customer; and (iii) supplies such ancillary/additional Managed Server Hosting Services specified by Customer in the Application Form;
- 1.5.11 “**Server**” means the file server comprising of computer hardware, machinery and equipment, contemplated in 5.1 on which the Software operates, more fully described in the Application Form; and
- 1.5.12 “**Software**” means software that controls basic, low-level Server hardware operations, and file management, without the user thereof having to operate it or application software, provided by MWEB Business, as selected by the Customer in the Application Form;
- 1.5.13 “**SPLA Software**” means the software owned by Microsoft Corporation and supplied to MWEB Business by Microsoft Corporation in accordance with the provisions of the Service Provider License Agreement “SPLA”), which SPLA Software is rented to Customer by MWEB Business in accordance with the provisions of these Product Terms.

2. DURATION

- 2.1 Managed Server Hosting shall commence with effect from the date of activation of the Managed Server Hosting by MWEB Business and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the “**Initial Period**”). Notwithstanding the aforesaid, the provisions of this clause

2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.

2.2 Either Party may terminate Managed Server Hosting at the end of the Initial Period by giving the other Party at least 3 (three) calendar months written notice prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.

2.3 If neither Party has given notice as contemplated in clause 2.2 above, Managed Server Hosting shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Managed Server Hosting on 3 (three) calendar months written notice to the other to that effect.

2.4 In the event of a termination, Customer's use of Managed Server Hosting shall be deemed terminated. However, in the event that Customer logs on to Managed Server Hosting following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate Managed Server Hosting without notice to Customer.

2.5 To the extent that Managed Server Hosting provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Managed Server Hosting, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Managed Server Hosting on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Managed Server Hosting.

4.2 Although MWEB Business use reasonable care and diligence to ensure that Managed Server Hosting is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that Managed Server Hosting is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that Managed Server Hosting is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.

4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Managed Server Hosting and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Managed Server Hosting by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) operating systems; (v) access technology failures; (vi) quality of service of

telecommunication links or lines; (vii) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on Managed Server Hosting; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Managed Server Hosting.

5. TERMS AND CONDITIONS SPECIFIC TO MANAGED SERVER HOSTING

5.1 Server

5.1.1 MWEB Business shall in accordance with the choices as set out in the Application Form and subject to Equipment Rental Product Terms, rent a Server to Customer who accepts such rental. The Server will at all times remain the property of MWEB Business.

5.1.2 MWEB Business shall be responsible for the installation of the Server at the Location on behalf of Customer, which installation shall include the following:

5.1.2.1 configuring of the Server in accordance with the specifications agreed upon by the Parties.

For that purpose Customer agrees to supply MWEB Business with all the relevant information and co-operation needed to configure the Server.

5.1.2.2 allocation of dedicated rack space for the Server;

5.1.2.3 allocation of an IP Address and/ or additional IP Addresses (if selected on the Application Form), for the Server to enable a connection from the Server to MWEB Business' network, so as to enable and facilitate the transmission of Data Traffic as well as the provision of the relevant IP Address information (including IP gateway's, DNS servers and subnet information), and Customer Identifiers to Customer;

5.1.2.4 provisioning the amount of Internet bandwidth for the purposes of 5.1.2.3, as specified in the Application Form. It is specifically acknowledged and agreed that the bandwidth supplied is not dedicated to the Server and/or Customer, but may be shared with other customers of MWEB Business; and

5.1.2.5 configuration of a unique VLAN (Virtual Local Area Network).

5.1.3 Where appropriate, the Server may be covered by the vendor's standard warranties and guarantees. Customer shall not engage in any action, which contravenes or voids the vendor's terms of warranty or guarantee. In the event that Customer engages in any action which contravenes or voids the vendor's warranty, Customer shall bear the costs of any repairs, replacement of or extended warranties or guarantees regarding to the Server.

5.2 Software

5.2.1 MWEB Business shall supply and install the Software in accordance with the specifications agreed upon by the Parties. For that purpose Customer agrees to supply MWEB Business with all the relevant information and co-operation needed to enable MWEB Business to install the Server.

5.2.2 The Software is provided by MWEB Business in accordance with the inherent software license agreement attached to the applicable Software and Customer will acquire such rights to the Software, as allowed by such licensors/ licenses.

5.2.3 MWEB Business will in its sole discretion, and without being under any obligation to do so, maintain

and/or upgrade the Software installed in terms of clause 5.2, which will include any patches, updates, security updates/patches of whatever nature. The Customer herewith authorises MWEB Business to implement any of the above, as and when it deem fit. Although MWEB Business will use its reasonable endeavours not to affect Managed Server Hosting or the hosting of any content, application, and/or data of whatever nature MWEB Business, without limiting the generality of the General Terms, expressly disclaims any direct, indirect, incidental, special, punitive or consequential loss or damages which arise or may arise out of such maintenance and/or upgrades.

5.2.4 MWEB Business will not be responsible for any software and/or applications not applied for in terms of the Application Form, including the licensing thereof.

5.2.5 Customer agrees that any software and/or applications contemplated in clause 5.2.4 needed and loaded by Customer on the Server will be his/her/its own responsibility and is loaded at his/ her/ its sole risk and responsibility. The licensing of all such installed software and/or applications shall be the sole responsibility of Customer. All software and/or application shall be licensed in accordance with the vendor's software and/or application license agreements. Without limiting the generality of the General Terms or any of the rights of the relevant software and/or application vendors against Customer any failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any Services including Managed Server Hosting Service and Customer furthermore indemnifies MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature, because of Customer's failure to license the software and/or applications correctly and/or at all. MWEB Business retains the right to carry out routine checks to validate such software license agreements.

5.2.6 Customer will be solely responsible for all the maintenance and/or upgrades of the software and/or applications, which will include any patches, updates and security updates/patches of whatever nature installed in terms of clause 5.2.5.

5.3 The Customer acknowledges that the specifications of the Computer System is known to him/her/it and accepts that it is suitable for the purpose for which it will be used.

5.4 MWEB Business will use its reasonable endeavours to protect the Computer System from dust, dirt, water leakages and/or destructive elements including without limitation, lightning, flooding, and/or fire. MWEB Business will furthermore use its reasonable endeavours to provide a smooth, uninterrupted electrical power supply (UPS) to the Server. Other than as specifically provided in these Product Terms, and without limiting the generality of the General Terms, MWEB Business will not be liable for any loss or damage as a result of any failure on its behalf.

5.5 Under no circumstances will Customer be entitled to remove the Computer System from the Location.

5.6 Without limiting the generality of the General Terms MWEB Business does not warrant that Customer will always have access to the Computer System either remotely or at the Location, but will use its reasonable endeavours to provide Customer with access reasonably required to access the Server, provided that Customer shall at all times whilst at the Location adhere to the standard health, safety and security procedures and guidelines laid down for customers entering the Location from time to time. Should MWEB Business at any time have reason to believe that Customer is failing to comply with such standard health, safety and security procedures and guidelines it shall be entitled to deny Customer access to the Location.

5.7 In addition to any other rights MWEB Business may have in terms of the Agreement and in law and without limiting such rights Customer indemnifies MWEB Business against any charges, damages, losses, expenses and/or claims of whatever nature incurred/ levied by/against MWEB Business, caused by the action or omission of Customer in any way whatsoever, including whilst at the Location.

5.8 SPLA Software (if Selected)

5.8.1 MWEB Business shall:

5.8.1.1 rent the SPLA Software to Customer in accordance with the provisions of the SPLA and the Managed Server Product Terms;

5.8.1.2 install the SPLA Software on the Computer System;

5.8.1.3 manage the maintenance and upgrade of the SPLA Software on Customer's behalf.

5.8.2 Customer acknowledges and agrees that:

5.8.2.1 its use of the SPLA Software shall be in accordance with the provisions of clause 7 below;

5.8.2.2 SPLA Software is never owned by Customer, but licensed to Customer for the duration of Managed Server Hosting through an arrangement that Microsoft Corporation has with MWEB Business;

5.8.2.3 Customer furthermore agrees to be bound by the terms and conditions related to the SPLA Software, which are contained in clause 7 below.

5.8.3 Customer agrees to indemnify MWEB Business and Microsoft Corporation from any claim arising as a result of: (i) Customer's breach of the provisions of this Agreement; (ii) unauthorised use, access, copying, reproduction and/or distribution of the SPLA Software by Customer including his/her/its employees, agents and/or contractors. In additions Customer shall (without limiting the provisions of the General Terms), be liable to MWEB Business and/or Microsoft Corporation for all damages, costs expenses including reasonable attorneys fees, resulting from Customer's including his/her/its employees, agents and/or contractors' continued distribution of an allegedly infringing SPLA Software after MWEB Business has notified Customer to stop.

6. SERVICE LEVEL AGREEMENT

6.1 MWEB Business will provide Customer with Managed Server Hosting set out herein in accordance with this Service Level Agreement ("Service Level Agreement").

6.2 MWEB Business will maintain an average of 99% service uptime over a consecutive period of 3 (three) months, provided that no three month period or any period forming part of such three month period shall be used more than once for the purpose of calculating the reduction in terms of clause 6.3 below.

6.3 Should the service uptime fall below the prescribed service uptime level, Customer shall be entitled to the following reduction of the Managed Server Hosting, Service Fees in respect of the relevant 3 (three) months period. Any reduction of Service Fees may only be claimed as a credit against future Service Fees.

6.3.1 99- 100% no reduction

6.3.2 95-98.999% 25 % reduction

6.3.3 90-94.999% 50 % reduction

- 6.3.4 Less than 90% 70% reduction
- 6.4 The liability of MWEB Business for failing to achieve the minimum service uptime in terms of this Service Level Agreement will be limited to the reduction contemplated in 6.3 above.
- 6.5 For the purpose of this Service Level Agreement:
- 6.5.1 service uptime will be measured by MWEB Business's monitoring software and only with reference to MWEB Business' network availability and UPS power;
- 6.5.2 the calculation of service uptime and the calculation of any reduction of Service Fees will exclude any downtime, outage or interruption or unavailability of the Managed Server Hosting, as a result of, or caused by:
- 6.5.2.1 any outage, interruption or unavailability of the services or facilities of an external or third party telecommunications or network provider to which the MWEB Business network infrastructure is connected;
- 6.5.2.2 any outage, interruption or unavailability caused by Customer's software and/or applications;
- 6.5.2.3 scheduled downtime for general, maintenance, enhancements, upgrades or modifications (or of an otherwise scheduled nature). MWEB Business shall use its reasonable endeavours to notify Customer of such downtime and shall furthermore use its reasonable endeavours to do such at least 24 (twenty four) hours prior notice of such scheduled downtime.
- 6.5.2.4 Force Majeure;
- 6.5.2.5 any action or omission of the Customer, including without limitation, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorised peripheral equipment, improper use, misuse, neglect or abuse of hosting service;
- 6.5.2.6 any factor beyond the reasonable control of MWEB Business; and
- 6.5.2.7 any interruption or unavailability which falls outside of normal business hours
- 6.6 MWEB Business will provide the monitoring service, and on a monthly basis provide uptime reports on request by Customer should Server statistics be required.
- 6.7 Should Customer wish to claim any reduction of Service Fees, Customer will, within 30 (thirty) days from the end of any 3 (three) months measurement period, notify MWEB Business in writing of the reduction claimed, the dates of the measurement period and the dates, times and duration of non-availability of service. MWEB Business may request further documentation and supporting data from Customer to compare against its own monitoring data.
- 6.8 All service requests and technical support calls can be logged 24 hours per day, 365 days per year with MWEB Business' Technical Assistance Centre by:
- 6.8.1 E-mail premier@mweb.com
- 6.8.2 Telephone 0860 000 158
- 6.9 Customer will be required to provide the Technical Assistance Centre with its company name, customer number, contact person, contact details and a complete description of the problem.

6.10 MWEB Business will endeavour to resolve the problem immediately. Should MWEB Business' Technical Assistance Centre not be able to resolve the problem immediately, the problem will be escalated as follows:

6.10.1 Supervisor – Technical Assistance Centre

6.10.2 Manager – Technical Assistance Centre

6.10.3 Second Level Support Manager

6.10.4 Technical Operations Manager

6.11 MWEB Business will keep Customer informed of the progress of the problem resolution. MWEB Business will endeavour to adhere to the following times (in business hours) with regard to feedback:

6.11.1 Critical Disruptions: Total loss of all services 1 hour

6.11.2 Service Disruptions: Serious degradation of services 2 hours

6.11.3 Service Incidents: Minor loss/degradation of services 4 hours

6.11.4 Service Queries: No loss/degradation of services 4 hours

6.12 24 Hour Reboot Service: (if subscribed to)

Customer shall have access to the services of qualified MWEB Business technical staff outside of normal business hours to reboot the Server, should Customer not be able to be reboot it remotely

6.13 Service specifications are as follows:

6.13.1 Rental hardware will be replaced should there be a proven hardware failure. MWEB Business will maintain a "next business day" support agreement with the vendor of the Server. MWEB Business will manage and support the Server on behalf of Customer in terms of such "next business day" support agreement.

6.13.2 Any Software re-installation would be a chargeable activity, but no Software will be reinstalled if custom DLL's were operational on the old system and are required on the new installation.

6.13.3 No software and/or applications other than that Software will be installed or troubleshot by MWEB Business' technical staff under any circumstance.

6.13.4 MWEB Business will not be responsible for any loss of data should Customer require a system reinstall.

7. MICROSOFT END USER LICENCE

7.1 Customer acknowledges that: (i) MWEB Business is duly appointed to license certain Microsoft software products to Customer in terms of a Microsoft Service Provider License Agreement entered into with the Microsoft Corporation; (ii) if it has selected any SPLA Software to be rented to it by MWEB Business, the terms and conditions set out below will apply to the rental of such Microsoft software products to Customer. These are the Microsoft Terms and Conditions:

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document concerns your use of Microsoft software, which included computer software provided to you by MWEB Business as described below, and may include associated media, printed media, an "online" or

electronic documentation (individual and collectively “Licensed Products”). MWEB Business does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which MWEB Business needs to inform you. Your right to use the Licensed Products is subject to your Agreement with MWEB Business, and to your understanding of, compliance with and consent to the following terms and conditions, which MWEB Business does not have authority to vary, alter or amend.

1. DEFINITIONS

“**Client Software**” means software that allows a Device to access or utilise the services or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or electronic device.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Redistribution Software**” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

“**Software Documentation**” means any end user document included with server software;

2. **OWNERSHIP OF LICENSED PRODUCTS.** The Licensed Products are licensed to MWEB Business from an affiliate of the Microsoft Corporation (“Microsoft”). All intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music text and “applets” incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of the Licensed Products or any intellectual property rights to you.
3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices by MWEB Business only in accordance with the instructions, and only in connection with the services, provided to you by MWEB Business. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.
4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to you by MWEB Business, you may have access to certain “sample”, “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO MWEB Business, WHICH TERMS MUST BE PROVIDED TO YOU BY MWEB.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by MWEB Business.
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upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the Licensed Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.
7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Licensed Products Products except for the sole purpose of accessing the functionality of the Licensed Products in the form of software services in accordance with the terms of this agreement and any agreement between you and MWEB Business.
8. **TERMINATION.** Without prejudice to any other rights, MWEB Business may terminate your rights to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with MWEB Business or MWEB Business' agreement with Microsoft under which the Licensed Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of its component parts.
9. **NO WARRANTIES, LIABILITIES OR REMEMDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEMDIES, IF ANY, ARE PROVIDED SOLELY BY MWEB Business AND NOT BY MICROSOFT OR IT'S AFFILIATES OR SUBSIDIARIES.**
10. **PRODUCT SUPPORT.** Any product support for the Licensed Products is provided to you by MWEB Business and is not provided by Microsoft or its affiliates or subsidiaries.
11. **NOT FAULT TOLERANT.** THIS LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
12. **EXPORT RESTRICTIONS.** The Licensed Products are of U.S origin for purposes of U.S export control laws. You agree to comply with all applicable international and national laws that apply to Licensed Products, including the U.S Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
13. **LIABILITY FOR BREACH.** In addition to any liability you may have to MWEB Business, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.”
