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- c) End User’s violation of Microsoft’s End User License Terms or any other Microsoft terms of use that End User has been made aware of or has reason to know of.

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Initial pricing for products is as set forth in the proposal, estimate or similar document provided by DRAGONTEK. All prices are monthly recurring costs (MRC) in US Dollars. Prices subject to change without notice.

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11. NOT FAULT TOLERANT

The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”).

12. EXPORT RESTRICTIONS

The Products are subject to U.S. export jurisdiction. DRAGONTEK must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms 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 DRAGONTEK, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

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You must permit DRAGONTEK to disclose any information requested by Microsoft under DRAGONTEK’ Agreement. Microsoft will be an intended third-party beneficiary of your agreement with DRAGONTEK, with the right to enforce provisions of your agreement with DRAGONTEK and to verify your compliance.