

Microsoft License Agreement with Charles IT

BACKGROUND:

Microsoft wishes to license computer software through its authorized reseller Charles IT to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below. This agreement is solely between Charles IT and the Licensee as outlined in the Agreement.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this Agreement Microsoft through its reseller Charles IT, grants to the Licensee a non-exclusive and non-transferable license of listed software applications.
2. "Software" includes the executable computer programs and operation systems contained in the chosen Microsoft suite of offerings.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with Microsoft. These title, copyright, intellectual property rights, and distribution rights include, but may not be limited to, the look and feel of the Software. Any data owned by Licensee which is stored on these application and cloud offerings remains the sole property of the Licensee.
4. Licensee confirms that they have read the terms of use agreement found at <https://www.microsoft.com/licensing/docs/customeragreement> and agree to these conditions. All licensing rights and restrictions are covered in the above terms of use documents.
5. Failure to comply with any of the terms under the terms of use, License section, or failure to Pay for licensing to Charles IT under the agreed upon terms may result in a termination of service and possible loss of access to client data.

Limitation of Liability

6. Limits of liability can be found in the terms of use agreement from Microsoft. The Licensee understands that Charles IT does not warrant the use of this product and is solely Microsoft's responsibility. With respect to the use of any Microsoft product, Charles IT and the Licensee agree that any liability is solely

Microsoft's. The maximum liability for Charles IT is limited to 30 days of monies spent on Microsoft licensing with Charles IT.

Acceptance

7. All terms, conditions and obligations of this Agreement, including Microsoft's terms of use, will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

8. No user support or maintenance is provided as part of this Agreement.

Term

9. The term of this Agreement will begin on the contract dates outlined in the Agreement and auto-renewed annually. At least 90 days' written notice to Charles IT must be given before renewal date in order to cancel or amend this agreement.

Termination

10. This Agreement will be terminated, and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the software or return the Software to Microsoft.

If during the course of this commitment period services are terminated with Charles IT, the remaining balance of the licenses will be due in full at the time of termination.

Governing Law

11. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Connecticut for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Connecticut.

Miscellaneous

12. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

13. Notwithstanding any prior MSA, Scopes of Work, accepted quotes, or other agreement entered into between Charles IT and Licensee, this Agreement contains the entire agreement between the parties and is intended to supplement and be incorporated as much as legally possible into prior written agreements between Charles IT and Licensee. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

Payment Terms

14. If Licensee chooses to select the annual commitment but monthly payment option for Microsoft licensing, ACH auto pay or credit card on file must be provided in accordance with the payment terms via Microsoft. This will not be required for the No Commitment month to month option or Annual Commitment one time payment option.
15. This agreement is assignable with prior agreement from Charles IT.