Use of Microsoft License Keys

(a) **Definitions**. "MS Keys" means any activation keys, KMS/MAK keys, or similar codes for Microsoft software that TEAM Cloud ("Provider") issues to Customer. "Designated Environment(s)" means only the instance(s), tenant(s), subscription(s), server(s), virtual machine(s), and/or workload(s) expressly identified by Provider in an Order, service ticket, or written notice as authorized to use MS Keys. "Paid Units" means the number of cores, processors, users, devices, instances, or other licensing metrics for which Customer is then-current on fees.

(b) **Limited Right to Use**. Subject to this Agreement, Provider grants Customer a non-exclusive, non-transferable, revocable right to use MS Keys solely to activate the Microsoft software (i) in the Designated Environment(s) and (ii) up to the Paid Units. No other rights are granted.

(c) Prohibited Uses. Customer shall not (and shall not permit any third party to):

1. Reuse, copy, share, disclose, resell, sublicense, or reassign any MS Key;

2. Install, activate, or use any MS Key in any environment, tenant, subscription, server, device, VM, or workload other than the Designated Environment(s);

3. Exceed the Paid Units or continue use after fees become past due;

4. Attempt to circumvent activation, telemetry, or metering, or reverse engineer any licensing mechanism.

(d) **Confidentiality & Security.** MS Keys are Provider Confidential Information and, where applicable, Microsoft trade secrets. Customer must store and transmit MS Keys securely, limit access to personnel with a need to know, and immediately notify Provider of any suspected loss, disclosure, or compromise. Provider may rotate or replace MS Keys at any time to protect the integrity of the licensing program.

(e) **Metering, Reporting, and Adjustments.** Customer will maintain accurate, auditable records of use. Provider may collect and use activation/metering data (including from Microsoft tools) to verify compliance. If actual use exceeds Paid Units or the Designated Environment(s), Provider may invoice back-dated fees at then-current rates plus reasonable administrative costs, and Customer shall pay such amounts.

(f) **Audit & Verification.** During the Term and for **two (2) years** thereafter, upon at least **10 days' notice**, Customer shall reasonably cooperate with Provider's verification of compliance, including by providing access to relevant systems, logs, and reports. Non-compliance is **a material breach.**

(g) **Suspension and Revocation.** Provider may suspend or disable MS Keys, or require de-installation/re-activation, if (i) Customer is in breach of this clause or SPLA

requirements, (ii) fees are past due, (iii) a security risk or suspected compromise exists, or (iv) Microsoft policy changes require remediation.

(h) End of Use. Upon the earlier of (i) termination/expiration of the applicable Order or services, or (ii) Provider's written direction, Customer shall immediately cease all use, de-install or deactivate the software using the MS Keys, and certify in writing within 10 days that all MS Keys have been removed from any non-Designated Environment(s) and are no longer in use.

(i) No Transfer; No Ownership. MS Keys are not sold and convey no ownership. Customer shall not request or obtain any transfer, assignment, or proof-of-license (e.g., COA) from Microsoft with respect to MS Keys provided.

(j) Indemnity. Customer shall indemnify and hold harmless Provider from any third-party (including Microsoft) claims, penalties, true-up charges, or costs arising from Customer's breach of this clause or use of MS Keys outside the Designated Environment(s) or beyond Paid Units.

(k) Prevailing Terms. Use of MS Keys is also governed by applicable Microsoft Product Terms/Service Provider Use Rights. If there is a conflict, Microsoft licensing terms prevail as to Microsoft's rights; this clause governs as between Customer and Provider.

(l) Survival. Customer's obligations under **(d)–(j)** survive any termination or expiration.