

IS Ignite TERMS AND CONDITIONS - PREMIUM VIRTUAL SERVER SERVICES

VARIOUS PACKAGES

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

IS Ignite offers Premium Virtual Server which allows customers to host, without limitation, his/her/its information/data/application (collectively referred to as "Customer Data"), within IS Ignite's Premium Virtual Server environment without a physical server.

DEFINITION

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions. To the extent that there is any contradiction between the General Terms and Conditions and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms and Conditions.

1.2 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-

1.2.1 "**24 Hour Reboot Service**" means the additional Premium Virtual Server Service Customer

can subscribe to at additional Service Fees;

1.2.2 "**Application Form**" means, for the purpose of these Product Terms, the form which the Customer completes with all Customer information required by IS Ignite to enable IS Ignite to provide the Premium Virtual Server Services to Customer and where Customer accepts IS Ignite's General Terms and Conditions and these Product Terms and where he/she/it selects the specific Premium Virtual Server Services package;

1.2.3 "**Customer Identifiers**" means the numeric identifier that identifies a Customer.

The Customer Identifier is specified in the Customer SOAP request header element.

1.2.4 **Data Centre** means IS Ignite's data centre situated at The Internet House, Greenacres Office Park, cnr Barry Hertzog/Rustenburg Roads, Victory Park, Johannesburg, Gauteng and/or any other address indicated by IS Ignite from time to time;

1.2.5 **Data Traffic** means any data traffic originating from the Virtual Server to the Internet and from the Internet to the Virtual Server;

1.2.6 **DNS Servers** means the domain name system server, which is the hierarchical

distributed naming system for computers, services or any resources connected to the Internet or private network, with its most important function being the translation (resolution) of human-memorable domain names and hostnames into the corresponding numeric Internet Protocol (IP) addresses, and which is used to identify and locate computer systems and resources on the Internet.

1.2.7 **HDD** means hard disk drive;

1.2.8 **Initial Package** means the initial Premium Virtual Server Services package selected by Customer in the Application Form and which IS Ignite will use to set up and configure the Virtual Server;

1.2.9 **Operating System Software** means: (i) software that manages and controls basic, low-level server hardware functionality, operations and file management on a computer or server, without the user thereof having to operate it, rented to Customer by IS Ignite, as selected by Customer and indicated in the Application Form. Such rental of the Operating System Software is additional to the Virtual Hosting Services to which additional Service Fees apply;

1.2.10 **RAM** means random access memory;

1.2.11 **Service Fees** means the fees payable by the Customer in respect of the Virtual Hosting Services, and which is dependent on the Premium Virtual Server Services package selection made by the Customer in the Application Form and any ancillary/additional the Server Hosting Services selected by the Customer in the Application Form;

1.2.12 **SPLA Software** means software owned by Microsoft Corporation and supplied to IS Ignite by Microsoft Corporation in accordance with the provisions of the Service Provider License Agreement ("SPLA"), which SPLA Software is rented to Customer by IS Ignite in accordance with the provisions of these Product Terms and Microsoft Corporation software license terms and conditions. Such rental is an additional Premium Virtual Server Service to which additional Service Fees apply;

1.2.13 **Unsupported Software** means any software and/or applications required to operate any system that Customer obtained/purchased from a third party and is licensed to use, but excludes software that is not supplied, installed, managed, maintained or licensed by IS Ignite;

1.2.14 **VCPU** means virtual central processing unit;

1.2.15 **Virtual Environment** means the hosting environment that exists within the Data Centre in which the Virtual Server hardware/machinery/equipment are hosted,

which IS Ignite has designed and built to enable IS Ignite to set up and configure the Virtual Servers as required by various customers;

1.2.16 **Premium Virtual Server Services** means the services contemplated in these Product Terms which IS Ignite renders to Customer in accordance with Premium Virtual Server Services package selected by Customer in the Application Form under such heading or description, whereby IS Ignite will: (i) allocate a Virtual Server within the Virtual Environment; and (ii) supply such ancillary/additional Premium Virtual Server Services, as selected by Customer in the Application Form;

1.2.17 **Virtual Server** means a server existing within the Virtual Environment and comprising of HDD space, RAM and VCPU which IS Ignite will set up and configure in accordance with the Premium Virtual Server Services package selected by Customer in the Application Form, and in which the Customer Database is hosted.

1.2.18 **Initial Period** means the period commencing on the day on which the virtual Hosting service is provisioned or made live, and made accessible to customer and ending on the day specified as per the Application form.

1.2.19 **Customer Identifier** means the numeric identifier that identifies a Customer.

1.2.20 **Snapshot** means an image of the Virtual Server.

2. PAYMENT

2.1 Customer shall pay IS Ignite the Service Fees specified in the Application Form in accordance with the provisions set out in the General Terms and Conditions which Service Fees will (depending on the changes made by Customer during the course of each applicable month), consist of the additional fees set out in clause 2.2 below.

2.2 Customer shall, in addition to the Service Fees set out above and if applicable, be charged the following additional fees:

2.2.1 resource usage including changes and/or additions made to Customer's Virtual Hosting Services package; and

2.2.2 a snapshot fee set out in the customer interface in My Account;

2.2.3 additional Virtual Servers, which fee shall be set out in the customer interface in My Account.

2.3 Any changes to the Premium Virtual Server Services (i.e. increasing your RAM or the creation of additional Virtual Servers) will be billed with immediately effect, however, downgrades or deletion of an additional Virtual Server will only be effected by midnight on the same day.

3. TERMS AND CONDITIONS SPECIFIC TO PREMIUM VIRTUAL SERVER SERVICES

3.1 IS Ignite will provide the Premium Virtual Server Services in accordance with the Premium Virtual Server Services package selected by Customer in the Application Form.

3.2 IS Ignite will set up and configure the Virtual Server as selected by Customer in the Application Form, which set up and configuration will include the following:

3.2.1 allocation of: (i) dedicated HDD space; (ii) VCPU; and (iii) RAM in accordance with

the Customer's selection in the Application Form;

3.2.2 allocation of an IP Address and/ or additional IP Addresses (if selected in the Application Form), for the Virtual Server in order to: (i) enable a connection from the Virtual Server to IS Ignite's network; and (ii) 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;

3.2.3 installation of the Operating System Software if selected by Customer in the Application Form;

3.2.4 provisioning of the amount of Internet bandwidth for purposes of clause 3.2.3, in accordance with the Premium Virtual Server Services package selected by Customer in the

Application Form. Customer specifically acknowledges and agrees that the Internet bandwidth supplied is not dedicated to the Customer's Virtual Server, but may be shared with other customers of IS Ignite; and

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

3.3 Customer will be allowed to have remote access to the Virtual Server and will, if required, be allowed to load, upload and/or download any other software or application remotely on the Virtual Server.

3.4 Customer shall under no circumstances be entitled to have any physical access to the Virtual Server, including the Data Centre.

3.5 IS Ignite will only provide Customer with remote access to the Virtual Server and Customer agrees (without limiting the applicability of the provisions of this Agreement), to subject himself/herself/itself to IS Ignite's applicable Privacy Policy and Use Rules and Security Policy when accessing the Virtual Server remotely.

3.6 IS Ignite will use reasonable endeavours to provide a smooth, uninterrupted electrical

power supply to the Virtual Environment in order to sustain availability of the Virtual Server. Other than as specifically provided in these Product Terms, IS Ignite will not be liable for any loss or damage as a result of any interruption in the electrical power supply.

3.7 Customer is not allowed to downgrade the Premium Virtual Server Services package below the Initial Package.

3.8 Customer is allowed to add additional Virtual Servers at any time during the term of the Initial Period without affecting the duration of the Initial Period.

3.9 All hardware additions and/or changes made by Customer via My AccountMy Account will only be uploaded after the reboot of the Virtual Server has been initiated by Customer.

3.10 Although Customer is allowed to add additional HDD space at any time, Customer may not downgrade the HDD space during the Initial Period, including any automatic renewal thereof.

3.11 IS Ignite reserves the right to limit any of the additional Virtual Servers, RAM, VCPU or HDD space required by Customer. Any additions and/or changes required and made by Customer as envisaged in clauses 3.8, 3.9 and 3.10 above are subject to IS Ignite's prior approval.

3.12 The billing of any changes made, as contemplated in clauses 3.8, 3.9 and 3.10, shall, notwithstanding the date on which such changes are initiated by Customer, take effect from the date of such change.

3.13 The billing of any changes made, as contemplated in clauses 3.8, 3.9 and 3.10, shall be charged on a daily basis regardless of whether Customer has utilized such changes and/or additions for a full day or part thereof.

3.14 Customer is responsible for managing the access to My Account by his/her/its employees, consultants and/or agents (hereinafter referred to as the "Authorised Personnel"). IS Ignite shall not be liable for any losses or damages Customer may suffer as a result of any unauthorised access to Customer's My Account.

3.15 Customer is responsible for managing and/or controlling any changes and/or additions that may be made to his/her/its Premium Virtual Server Services package by his/her/its Authorised Personnel. IS Ignite shall not be liable for any losses or damages Customer may suffer as a result of any changes or additions made to Customer's Premium Virtual Server Services package.

3.16 IS Ignite is under no obligation to verify the changes and/or additions made to Customer's Premium Virtual Server Services package via My Account by Customer including Customer's Authorised Personnel or any unauthorised persons. All such changes and/or additions to Customer's Premium Virtual Server Services package will be deemed by IS Ignite as being correct, error free, fault free and required by Customer.

3.17 IS Ignite will not refund Customer and/or reverse the billing for any changes and/or additions which were made to his/her/its Premium Virtual Server Services package by any party including Authorised Personnel which are alleged by Customer to have been made incorrectly, in error, faulty and/or fraudulently.

3.18 IS Ignite will provide Customer with tools to take a snapshot of his/her/its Virtual Server. Customer acknowledges that:

3.18.1 IS Ignite does not warrant nor guarantee that the "snapshot" taken by Customer at any point in time will be free from any software errors and/or faults including without limitation data errors and/or faults. Customer is responsible for ensuring the correctness of any snapshot taken before utilizing such snapshot;

3.18.2 a snapshot is only valid for 3 (three) days or once used by Customer;

3.18.3 a snapshot will be automatically deleted after the expiry of 10 (ten) days or once used;

3.18.4 IS Ignite will apply a fee for each snapshot taken at any given time.

3.19 All the Customer Data uploaded and/or loaded in the Virtual Server by Customer remains Customer's responsibility.

3.20 Customer is responsible for ensuring that the Customer Data uploaded and/or loaded on the Virtual Server does not affect the operation, functionality and/or availability of the Virtual Server including the hosting of such Customer Data.

3.21 IS Ignite is not responsible for the backing-up of any of the Customer Data on the Virtual Servers. All back-ups are the responsibility of the Customer and IS Ignite will not be liable for any losses or damages Customer may suffer as a result of Customer's failure to perform back-ups.

3.22 The following conditions apply on a per hosted server basis (whether physical or virtual) for the Premium Virtual Server Services packages provided with an uncapped traffic allowance:

3.22.1 The peak outbound Data Traffic rate to the internet will be limited to 100Mbps, and

the peak inbound traffic rate from the internet will be limited to 10 Mbps;

3.22.2 The peak outbound and inbound Data Traffic limits specified in 3.22.1 do not constitute a sustained throughput guarantee, only an upper limit. Actual throughput will be determined by prevailing network conditions influenced by such factors as time of day and the external networks being communicated with.

3.22.3 The outbound Data Traffic usage for any particular calendar month must exceed

that of the inbound Data Traffic usage of the same month

3.22.4 Customer shall not use the Premium Virtual Server Services for the purposes of bulk

downloading from the Internet by using the hosted server as a traffic proxy or tunnel relay

3.22.5 Failure to comply with 3.22.3 or 3.22.4 shall constitute a breach of the Virtual Hosting Services with an uncapped traffic allowance.

3.22.6 Should Customer not rectify the conditions specified in clause 3.22.3 or 3.22.4 in

the month subsequent to written notifications by IS Ignite to Customer, IS Ignite reserves the right to terminate the Agreement without any liability to IS Ignite and without prejudice to any other rights IS Ignite may have to claim whatsoever damages from Customer as a result of such termination.

4. OPERATING SYSTEM SOFTWARE (IF SELECTED IN THE APPLICATION FORM)

4.1 IS Ignite shall supply and install the Operating System Software in accordance with the specifications agreed upon between IS Ignite and Customer. For that purpose Customer agrees to supply IS Ignite with all the relevant information and co-operation required to enable IS Ignite to perform the installation.

4.2 The Operating System Software is provided by IS Ignite in accordance with the inherent software license agreement attached to the applicable Operating System Software and subject to the provisions of this clause 4. Customer will acquire such rights to the Operating System Software, as allowed by such licenses.

4.3 Customer acknowledges that IS Ignite will only install the Operating System Software listed in the Application Form. The support relating to such Operating System Software remains Customer's responsibility.

4.4 IS Ignite will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the Operating Software supplied and installed in terms of

clause 4.1, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises IS Ignite to implement any of the above, as and when it deems fit. Although IS Ignite will use its reasonable endeavours not to affect the Premium Virtual Server Services or the hosting of any content, application and/or data of whatsoever nature, IS Ignite expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of such maintenance and/or upgrades.

5. SOFTWARE

5.1 IS Ignite does not warrant and/or guarantee that any software, database and/or application required by Customer will function in the Virtual Environment.

5.2 Customer acknowledges that IS Ignite shall not be held responsible for any Unsupported Software installed on the Virtual Server and such Unsupported Software, where allowed by IS Ignite, is installed at Customer's sole risk and responsibility.

IS Ignite expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages suffered by IS Ignite, any of its other customers or Customer or which any party may suffer as a result of installation of such Unsupported Software.

5.3 The licensing of all such installed Unsupported Software shall be the sole responsibility of Customer. Customer warrants that all installed Unsupported Software as contemplated in clause 5.2 above is and will remain licensed properly according to relevant vendors' license agreements.

5.4 Customer further warrants that all licenses of installed Unsupported Software are valid and up to date and Customer shall ensure that all such licenses are renewed timeously to ensure that it remains valid licenses.

5.5 Customer will be solely responsible for all the maintenance and/or upgrades of the Unsupported Software, which will include any patches, updates and security updates/patches of whatever nature installed in terms of clause 5.2.

5.6 Customer shall at all times fully comply with the relevant vendor's software license agreements and any other relevant terms and conditions.

5.7 Customer hereby indemnifies and holds IS Ignite harmless against any claims arising as a result of (i) any unlicensed software used by Customer, (ii) Customer's non compliance with relevant vendor terms and conditions in relation to software, (iii) improper installation of software, (iv) being in possession of invalid software licenses (including but not limited to expired licenses), (v) unauthorized use, access, copying,

upgrades, patches, reimaging, reproduction and/or distribution of software, or (vi) Customer's including its employees', agents', and/or contractors' continued distribution of an allegedly infringing software after IS Ignite has notified Customer in writing to discontinue such infringement.

5.8 Customer agrees that Customer shall be liable to IS Ignite for the payment of all damages, fines, costs, expenses, interest, including any attorney fees incurred or that may be incurred by IS Ignite as a result of any of the aforesaid actions or omissions contemplated in this clause 5.

5.9 Customer agrees that IS Ignite (or a software vendor) may carry out routine checks and/or audits to validate any software license agreements entered into with any vendor. Should any vendor audit result in penalties or fines being levied against IS Ignite as a result of the conduct of Customer, then Customer will pay any such fines or penalties or any other costs or damages IS Ignite may suffer as a result of such negative audit.

5.10 Customer agrees to make available for inspection by IS Ignite all documentation related to licenses, such as tax invoices, receipts and licenses upon reasonable written request by IS Ignite.

6. SPLA SOFTWARE (IF SELECTED IN THE APPLICATION FORM)

6.1 IS Ignite shall:

6.1.1 rent the SPLA Software to Customer in accordance with the provisions of the Microsoft End User License terms from time to time (a copy of the latest terms are set out in clause 9 below) and the Premium Virtual Server Services Product Terms, which

Customer agrees to be bound by;

6.1.2 only install the SPLA Software on the Computer System if Customer has selected

this option in the Application Form;

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

6.2 Customer's use of the SPLA Software shall be in accordance with the provisions of clause 9 below.

6.3 The SPLA Software is never owned by Customer, but licensed to Customer for the duration of Premium Virtual Server Services Product Terms through an arrangement that Microsoft Corporation has with IS Ignite.

6.4 Customer shall be bound by the terms and conditions related to the SPLA

Software, which are contained in clause 9 below.

6.5 Upon termination of the Premium Virtual Server Services, Customer's right to access and use the SPLA will automatically terminate.

6.6 Where IS Ignite is not installing and managing the SPLA Software on Customer's behalf, Customer shall indemnify and hold IS Ignite and Microsoft harmless from any claims arising as a result of: (i) improper installation of the SPLA Software on the Virtual Server; (ii) any software virus introduced by Customer; (iii) Customer's including his/her/its employees, agents and/or contractor's breach of the provisions of this Agreement; (iv) unauthorised installation, use, access, copying, reproduction and/or distribution of the SPLA Software. In addition, Customer shall be liable to IS Ignite and/or Microsoft Corporation for all damages, costs and expenses, including reasonable attorneys' fees, resulting from Customer's including his/her/its employees, agents and/or contractor's continued distribution of an allegedly infringing SPLA Software after IS Ignite has notified Customer in writing to stop.

7. EFFECTS OF TERMINATION

7.1 In the event of termination of the Premium Virtual Server Services, Customer's access to the Virtual Environment will cease upon the date of termination and Customer is responsible for ensuring that the Customer Data is retrieved from IS Ignite within 30 days prior to the effective date of termination, failing which, all Customer Data will be deleted.

7.2 Customer will not be granted physical access to the Virtual Environment and will need to remotely copy their all Customer Data from his/hers/its Virtual Server/s.

7.3 The retried Customer Data will only be readable and/or accessible provided that a Virtual Environment is utilized.

8. MICROSOFT END USER LICENCE FOR SPLA SOFTWARE (IF SUBSCRIBED TO)

8.1 Customer acknowledges that: (i) IS Ignite 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 Customer has selected any SPLA Software to be rented to it by IS Ignite, 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 SPLA SOFTWARE"

This document concerns your use of Microsoft software, which includes computer software provided to you by IS Ignite as described below, and may include associated

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

Terms Relating to Licencing and Software

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.

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

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

2. OWNERSHIP OF LICENSED PRODUCTS. The Licensed Products are licensed to IS Ignite 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 IS Ignite only in accordance with the instructions, and only in connection with the services, provided to you by IS Ignite. The terms of this document permanently and irrevocable 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 IS Ignite, 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 IS Ignite, WHICH TERMS MUST BE PROVIDED TO YOU BY IS Ignite. 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 IS Ignite.

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6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION 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 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 IS Ignite.

7. TERMINATION. Without prejudice to any other rights, IS Ignite 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 IS Ignite or IS Ignite’s 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 REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY IS Ignite AND NOT BY MICROSOFT OR IT'S AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT. Any support for the Licensed Products is provided to you by IS Ignite and is not provided by Microsoft or its affiliates or subsidiaries.

11. NOT FAULT TOLERANT. THE 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 U.S. laws that apply to the Licensed Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the 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 IS Ignite, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions."