

MICROSOFT RESELLER TERMS AND CONDITIONS

Resellers must comply with the following Microsoft Reseller Terms and Conditions as a condition of distributing the Products (either, tangible cards ("POSA Product") or the digital transmission of a code ("ESD Product"), as applicable).

1. Distribution Requirements.

- (a)** Reseller shall distribute Products only in the Territory and only to a Retailer (if a Subdistributor) or an End User (if a Retailer). All terms and conditions contained herein shall apply equally to a Reseller, Retailer, or Subdistributor, as applicable. If Reseller is a Subdistributor, such Subdistributor must advise its Retailer that such Retailer's compliance with these Reseller Terms and Conditions, without modification, is a condition of such Retailer's Distribution to End Users and all references to "Retailer" herein shall apply to such Retailer.
- (b)** Reseller acknowledges and agrees that Microsoft: (i) will have no liability to Reseller or any End User arising from Product availability or any Product shortages; and (ii) may at any time limit order quantity or impose other limitations or conditions on Products.
- (c)** Reseller shall not distribute Products provided by any source other than InComm or Subdistributor unless such source is a Microsoft-approved distributor of the Products.
- (d)** Retailer shall coordinate with InComm or Subdistributor, as applicable, to ensure fulfillment of each End User's purchase.
- (e)** Microsoft may discontinue the availability of any Product at any time and shall have no obligation to Reseller with respect to any Product. Upon notice of discontinuance, Reseller shall immediately return all Products to InComm, and Microsoft shall be solely responsible for repurchase of Products returned due to the discontinuance. Retailers may retain all information and data necessary to provide a digital locker service to End Users in accordance with this agreement.
- (f)** Microsoft may require InComm to recall Products at any time. Reseller shall cooperate in all respects with any such recall.
- (g)** Reseller shall promptly report any damaged Products to InComm and shall not sell or resell any such damaged Products to any third party.
- (h)** Retailer shall provide a secure purchase and check out for End Users.
- (i)** Reseller shall adhere to all ESD Product specific digital rights management requirements whether provided by InComm or Microsoft.
- (j)** Reseller shall comply with the current version of the Microsoft Reseller Terms and Conditions that apply to the specific Products distributed by Reseller.
- (k)** Retailer shall remain no less than PCI level 3 compliant at all times in connection with the distribution of Products.
- (l)** Reseller shall provide transaction level customer service available for free via at least two methods, such as phone, internet, email, or chat during regular business hours, Monday through Friday (except on national holidays).
- (m)** Reseller shall be responsible for lost or failed Products.
- (n)** For POSA Products:
 - (1)** If Reseller installs the activated POSA Product on an End User device at End User's request, Reseller shall comply with the End User POSA Product installation requirements as set forth herein and any End User restrictions on use that may apply in connection with such installation services;
 - (2)** Reseller shall ensure POSA Products are scanned into inventory;

- (3)** Reseller shall merchandise POSA Products on the retail floor and not under any type of security measure (for example, in a locked cabinet);
- (4)** Reseller shall ensure POS terminals are capable of real-time Card activation status check;
- (o)** For ESD Products:
 - (1)** Reseller shall deliver the purchased, activated ESD Product to the End User on a register/kiosk receipt for print-to-receipt ("PTR"), or via email communication and/or SMS/text message for online sales; as well as into the End User's Digital Locker, as applicable;
 - (2)** Reseller shall not cache or otherwise engage in the practice of stockpiling codes rather than fulfilling a simultaneous End User Transaction;
 - (3)** Reseller shall use only Microsoft-provided, localized Product title and images, descriptions/messaging, logos and branding, download and system requirements, account sign up details, and redemption/download instructions, without modification on ESD product pages and with ESD Product on confirmation/receipt email or SMS/text message (online) or in merchandising and with ESD Product on register/kiosk receipt (in store).
 - (4)** Reseller shall clearly and conspicuously disclose the following Required Minimum Terms and Conditions to End Users pre- and post-purchase:
 - 1. Any End User restrictions on purchase or use;
 - 2. Correct Product licensing information (online) and/or on all merchandising assets, and with ESD Product on register/kiosk receipt (in store);
 - 3. Clear messaging of Retailer's return policy, either online or in store, if applicable;
 - 4. Clear information on how to contact support for help on transaction, receiving link to bits, ESD Product fulfillment, Product installation and ESD Product activation/redemption, as applicable (with ESD Product on register/kiosk receipt for PTR transactions); and
 - 5. Any other Product Information or disclosures required by applicable Law or provided by InComm or Microsoft.
 - (5)** Retailer shall provide each End User with proof of purchase of each ESD Product purchased;
 - (6)** Retailer shall not engage in any Consumer Relationship Marketing (CRM) without End User opt-in;
 - (7)** For ESD Products sold PTR, Reseller shall display the following clear and prominent messaging to End Users on merchandising assets AND with ESD Product on the register/kiosk receipt: "ESD Product cannot be replaced – keep in a safe place;
 - (8)** For ESD Products sold PTR, where Required Minimum Terms and Conditions may not be disclosed in full due to space restrictions, Reseller shall deliver on the register/kiosk receipt Microsoft-provided URLs without modification to End Users together with End User's ESD Product so that End Users may access download and system requirements, account sign up details, redemption/download instructions and terms and conditions;
 - (9)** For ESD Products sold PTR (Print to Receipt), for Office Print to Receipt in-store transactions, Reseller shall ensure that the Retailer cashier/sales person physically attaches the receipt (containing Office ESD Product) to the PTR Chit Card and provides both the PTR Chit Card and receipt to the End User.
- (p)** Reseller shall comply with the following End User Support Requirements:

Error message	Cause and solution	Partner Steps	Direct to Microsoft Support?	Notes
Please enter a valid Code.	The prepaid ESD Product you entered is incorrect. Try re-entering the ESD Product shown on your prepaid Card. If you've correctly entered the ESD Product, contact Microsoft Support by visiting http://www.xbox.com/support/contact .	Validate the ESD Product the End User is using is correct, i.e., reading correctly on the receipt or digitally.	Yes	Microsoft will review the ESD Product with the End User and will research if there is an issue with the ESD Product.
This Code has already been used. Please enter a Code that has not been used.	The prepaid ESD Product that you're trying to use was already used by you or by another Xbox Live member and it cannot be reused. If you're trying to redeem a ESD Product for a content item, check your download history to see if the item is already there.	The user, or another user, has already redeemed the ESD Product provided. Validate that you have not provided the same ESD Product to 2 users or that the single user hasn't used.	Yes	Microsoft will research who redeemed the ESD Product and try to correlate between the End User and the redeemer. Microsoft will not provide who redeemed the ESD Product.
This Code cannot be redeemed under your current membership type.	Certain offers are valid only for Xbox Live Gold accounts (for example, promotional premium or online multi-player content) or are valid only for Xbox Live Silver accounts (for example, trial Xbox Live subscriptions).	The End User does not have the correct account type for the ESD Product they are trying to use.	Yes	Microsoft can validate the End User's account type. Retailer is responsible for any refunds required.
An error has occurred during the transaction. Please try again later.	A temporary error has occurred. Please try to redeem the prepaid ESD Product later.	A temporary error has occurred. End User should try again.	Yes (after a retry period)	Continued failure should be referred to Microsoft, who will research the issue.
Can't retrieve information from Xbox Live. Status Code: 80153022	There's a problem with your prepaid ESD Product. To resolve this issue, please contact Microsoft support by visiting http://www.xbox.com/support/contact .	There is an issue Microsoft needs to correct with the ESD Product. Direct the user to contact Microsoft Support.	Yes	This is a configuration issue on the Microsoft side. After escalation, the ESD Product will be corrected and the End User will be able to redeem.
Can't retrieve information from Xbox Live. Status Code: 8016a04b	The prepaid ESD Product you're trying to use doesn't match your account region. Some prepaid ESD Products can only be used in select regions. Please confirm that your account region matches the region where the prepaid ESD Product was purchased.	End User region does not match the region of the Card.	Yes/No	Microsoft can validate the End User's region. Retailer is responsible for any refunds required.

Error message	Cause and solution	Partner Steps	Direct to Microsoft Support?	Notes
Applies to ESD Products only: End User Inquiry: I did not receive my digital Code from place of purchase	There was an issue with Retailer delivering the ESD Product to the End User.	Retailer to assume responsibility for resolution.	No	Microsoft to direct End User back to Retailer and suggest they have proof of purchase available to share with Retailer's End User support. Support contact information can be found on Retailer's website.
Applies to ESD Products only: End User Inquiry: I lost my digital Code prior to redemption	Without ESD Product we cannot verify proof of purchase or redemption status.	Retailer to assume responsibility for resolution.	No	Microsoft to direct End User back to Retailer and suggest they have proof of purchase available to share with Retailer End User support. Support contact information can be found on Retailer's website.

2. **Marketing.**

- (a) Reseller shall market and promote the Products it chooses to sell.
- (b) InComm grants to Retailer a non-exclusive, revocable, nontransferable and limited license to use the Marketing Materials and any Microsoft Marks that: (i) Microsoft has given InComm permission to sublicense to Retailer; and (ii) correspond to the Products that Reseller is authorized to distribute. Such use shall be solely in connection with Retailer's distribution of Products to End Users in the Territory and subject to these terms. All rights not expressly granted to Retailer with respect to the Marketing Materials and Marks are reserved by Microsoft. Retailer shall not remove or modify any proprietary notices, licenses, Marks or copyright notices contained in any Marketing Materials. Retailer has no right to sublicense the rights granted in this Section 2(b). For digital Marketing Materials obtained directly from Microsoft's Retail Asset Distribution (RAD) site at <https://microsofttrad.com/Home.aspx> (or any other site designated by Microsoft), the terms of that license shall also apply, but this Section 2(b) shall control in the case of any conflict. Retailer shall at all times comply with the trademark and branding guidelines set forth by Microsoft at <http://www.microsoft.com/trademarks/> (or any successor URL). Upon request from Microsoft, Retailer shall provide any marketing materials created by Retailer, in connection with the sale and distribution of Products, to Microsoft for review and approval.
- (c) Retailer shall use only the most up-to-date Marketing Materials and Marks. Following notification from InComm or Microsoft that new Marketing Materials or Marks have been added or that existing Marketing Materials or Marks have been modified, Retailer shall have no more than five (5) days to add such new Marketing Materials and Trademarks to its website or, if applicable, to modify existing Marketing Materials and Marks before further use. Notwithstanding the foregoing, Microsoft may require

immediate removal or modification of Marketing Materials and/or Marks in response to any third party infringement claim or applicable Laws.

- (d) Reseller shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Product or re-package or otherwise combine any Product with any unauthorized or unlicensed third-party product, in a way that Microsoft in its sole discretion concludes may: (i) create a likelihood of confusion for End Users as to the source or origin of the product; or (ii) negatively impact Microsoft's brand.
- (e) Retailer shall provide prominent notice of and easy access to Retailer's return policy and privacy policy to End Users. Such policies shall be in compliance with all applicable Laws. Retailer's return policy shall list any requirements an End User must fulfill to receive a refund, including, if applicable, proof of purchase requirements.
- (f) Retailer shall have sole responsibility for providing all aspects of customer support, customer service and billing for the purchase of Products except as may be set forth in the Additional Terms and Conditions. Reseller understands and agrees that Microsoft shall have no responsibility for support with regard the purchase and fulfillment process for Products.

3. Restrictions. Reseller shall not:

- (a) (i) Change, decompile or reverse engineer any Product, in whole or in part, (except and only to the extent expressly required by applicable Law despite this limitation); (ii) lease, rent, sublicense, publish, change, adapt or translate any portion of any Product; (iii) make unauthorized copies of any Product or Product Information; (iv) modify the EULA; or (v) cause any Product, in whole or in part, to be governed by an excluded license. An "excluded license" is any license that requires, as a condition of use, modification or distribution of the Product, that the Product be: (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.
- (b) Distribute Products with any terms other than the terms of the applicable Microsoft End User License Agreement, Product Information or such other Microsoft written documentation that may be included in any Product.
- (c) Distribute any Product prior to the date on which a given Product is first made generally available for purchase and receipt by End Users in the Territory as specified by Microsoft or after the end-of-life date identified by InComm or Microsoft.
- (d) Embed advertising in any Product or in any transaction involving a Product unless expressly approved by Microsoft.
- (e) Distribute any Product more than five (5) days after receiving notice from InComm or Microsoft that such Product may become or is the subject of a Third Party Claim, Recall, error or defect; provided however that Reseller shall cease sales and distribution of such Product as soon as possible after receiving notice.
- (f) Subcontract its rights and/or obligations as a Reseller to any third party, unless a Subdistributor as described above in section 1(a).
- (g) Distribute Products other than to: (i) a Retailer; (ii) another subdistributor entity in the Territory which then sells such Products to a Retailer; or (iii) an End User in the Territory, in accordance with the terms of this Agreement.
- (h) Liquidate or retain a liquidator or other unauthorized third party to dispose of Product inventory in the regular course of business unless expressly authorized.

4. Termination of Reseller Status.

- (a) Reseller acknowledges that expiration or termination of the Agreement between Microsoft and InComm immediately terminates any Product distribution rights granted to Reseller by InComm under these Reseller Terms and Conditions. No Product returns will be accepted from Reseller following termination

or expiration of the Agreement except as set forth in the Reseller Terms and Conditions. InComm may terminate or indefinitely suspend these Reseller Terms and Conditions and all rights granted hereunder or otherwise to distribute the Products at any time and for any reason by written notice to Reseller.

- (b) Following the expiration or termination of these Reseller Terms and Conditions or the InComm's distribution agreement with Microsoft in respect of Products, Reseller shall: (i) immediately cease distribution of the Products; (ii) within twenty-four (24) hours of such termination or expiration, shut down any websites or pages and any End User access to such websites or pages that include any advertising, marketing or branding that include the Microsoft Products, Marketing Materials or Marks; (iii) promptly remove any other advertising, marketing or branding, including but not limited to in-store merchandising, that include the Microsoft Products, Marketing Materials or Marks; (iv) return to InComm or Microsoft, at no expense to Microsoft, all ESD Products, Marketing Materials and Microsoft confidential information in Reseller's possession or control in strict accordance with Microsoft's instructions, excluding only those Products necessary for Retailer to maintain for a period of one (1) year following expiration or termination of this agreement a digital locker for End Users who have purchased ESD Products; and (v) provide any other cooperation, as reasonably requested, to InComm and Microsoft

5. General.

- (a) **Compliance with law.** Reseller shall: (i) comply with all Laws applicable to the Products and its distribution, sale and disposition thereof; (ii) use its best efforts to prevent unauthorized distribution, duplication or pirating of Products; and (iii) not knowingly distribute or aid in the distribution of any counterfeit product.
- (b) **Cooperation with Applicable Laws.** Reseller shall comply with Microsoft's and InComm's reasonable requests aimed at ensuring compliance with Laws applicable to the Products. If Microsoft is required to report to any governmental agency that regulates electronic distribution of consumer or commercial products, Reseller will fully cooperate and provide assistance as needed.
- (c) **Records and Audits.** Reseller shall keep and maintain complete and accurate records on its premises of all matters governed by these Reseller Terms and Conditions. During the term and for a period of two (2) years following the termination of the Reseller Terms and Conditions, Reseller agrees that InComm, Microsoft or their designated representatives, may conduct audits of Reseller's applicable books, records, systems and operations upon twenty-four (24) hours' notice, to verify InComm's compliance with the Reseller Terms and Conditions. Unless otherwise requested by Microsoft, Reseller will promptly correct any errors and omissions disclosed by such audit.
- (d) **Product Warranty.** Reseller understands and agrees that the Products are provided with no warranty from Microsoft except to End Users as set forth in the applicable End User License Agreement or Product Information accompanying each Product. Reseller will ensure that such End User License Agreement or materials containing the warranty shall accompany each Product that Reseller distributes. The limited warranties contained therein are in lieu of all other warranties, express or implied, or statutory, including implied warranties of merchantability and fitness for a particular purpose, non-infringement of intellectual property or any other obligations or liabilities on Microsoft's part, and Reseller shall waive and disclaim any such other warranties to the full extent permitted by applicable Law. Reseller will not make any representations, warranties, guarantees or promises with respect to any Product that are not contained in or would conflict with any written warranty documentation that Microsoft provides for delivery to the End Users. Reseller will be responsible for any extended manufacturer's warranty that it provides to End Users.
- (e) **Privacy/Security.** Reseller shall adhere to: (i) all applicable privacy Laws related to the storage, collection, use and processing of personal information and payment card data related to its distribution of Products; and (ii) any Microsoft policies and standards provided to Reseller in respect of the same. In addition to any other security measures required by InComm, Reseller shall implement and maintain commercially reasonable security procedures and measures in connection with the ecommerce systems used in distributing the Products (including physical lock/key security, computer and communications network

security and data security) designed to prevent disclosure of Microsoft intellectual property and Confidential Information to any unauthorized persons or any damage to Products, Marketing Materials or Confidential Information. Reseller shall notify InComm and Microsoft immediately in writing in the event of any breach or failure to comply with these or any other security or data protection requirements or of any breach of its security affecting Products, Marketing Materials or Microsoft intellectual property or Microsoft Confidential Information. Reseller shall fully cooperate with InComm and Microsoft with respect to such breach or failure to comply with this section.

- (f) Modification.** Microsoft may require InComm to modify the Reseller Terms and Conditions from time to time. InComm shall provide modified Reseller Terms and Conditions to Reseller within five (5) days of InComm's receipt from Microsoft. Modifications to these Reseller Terms and Conditions shall be deemed effective as against Reseller: (i) five (5) days after the Reseller's receipt of such modifications from InComm if the modifications relate to the storage, handling or distribution of Microsoft intellectual property; or (ii) thirty (30) days after the Reseller's receipt of such modifications from InComm in all other cases.
- (g) Integration Requirements.** Reseller must satisfy any systems integration requirements provided by InComm or Microsoft prior to distributing Products to End Users.
- (h) Maintaining and Reporting Eligible Status.** From time to time, InComm or Microsoft may require Reseller to provide such information as necessary to demonstrate that Reseller meets all requirements to participate as a Reseller and is in compliance with these Reseller Terms and Conditions. Reseller shall promptly respond to any such request from InComm or Microsoft.
- (i) Consent to Jurisdiction.** Reseller agrees that the laws of Hong Kong govern the Reseller Terms and Conditions for any dispute between Microsoft and InComm or Microsoft and Reseller that involves the rights granted to Reseller hereunder or otherwise relates to this agreement. Reseller consents to exclusive jurisdiction and venue in Hong Kong. Reseller waives any defenses to the laying of venue in such courts, including, without limitation, any defenses based on lack of personal jurisdiction or forum non conveniens.