

Weather Company Operations Dashboard

Tento Popis služby stanovuje podmínky služby Cloud Service. Příslušné dokumenty objednávky poskytují podrobnosti o ceně a další podrobnosti o objednavce Zákazníka.

1. Cloud Service

1.1 Nabídky

Zákazník si může vybrat z následujících dostupných nabídek.

1.1.1 Weather Company Operations Dashboard

IBM Cloud Service for Weather Company Operations Dashboard (Cloud Service) využívá rozhraní aplikačních programů a webové a mobilní aplikace, které Zákazníkovi umožňují přijímat Data. "Data" znamenají typy údajů o počasí a dat specifických pro konkrétní trh, které jsou doručovány prostřednictvím služby Cloud Service (včetně například předpovědí, map, výstrah a grafů) v souladu s popisem v tomto SD.

1.2 Volitelné služby

Následující nabídky představují volitelné doplňky k Weather Company Operations Dashboard.

1.2.1 Weather Company Operations Dashboard for Ground Transportation

Tento balíček obsahuje přístup k následující Data:

Komponenta	Popis
Weather Company Operations Dashboard for Ground Transportation Add-on	Tato služba je mobilní a webová aplikace pro použití na tabletech, telefonech a počítačích, která poskytuje lokalizovaný, interaktivní a responzivní přístup ke společnostem poskytujícím informační služby o dopravě a počasí s aktivy v pohybu pro vytvoření přehledu v reálném čase s předpověďmi a výstrahami pro přijímání klíčových obchodních rozhodnutí a zlepšení provozní efektivity.

1.2.2 Weather Company Operations Dashboard for Retail

Tento balíček obsahuje přístup k následující Data:

Komponenta	Popis
Weather Company Operations Dashboard for Retail Add-on	Tato služba je mobilní a webová aplikace pro použití na tabletech, telefonech a počítačích, která poskytuje lokalizovaný, interaktivní a responzivní přístup ke společnostem poskytujícím informační služby o dopravě a počasí s aktivy v pohybu pro vytvoření přehledu v reálném čase s předpověďmi a výstrahami pro přijímání klíčových obchodních rozhodnutí a zlepšení provozní efektivity.

1.2.3 Weather Company Operations Dashboard for Oil & Gas

Tento balíček obsahuje přístup k následující Data:

Komponenta	Popis
Weather Company Operations Dashboard for Oil & Gas Add-on	Tato služba je mobilní a webová aplikace pro použití na tabletech, telefonech a počítačích, která poskytuje lokalizovaný, interaktivní a responzivní přístup k datovým sadám celosvětového počasí a dodatečným souvisejícím datovým sadám, které ropným & plynárenským společnostem s aktivy po celém světě umožňují vytvářet přehled v reálném čase s předpověďmi a výstrahami pro přijímání klíčových obchodních rozhodnutí a zlepšení provozní efektivity.

Komponenta	Popis
Weather Company Operations Dashboard for Oil & Gas – Sites	Tato služba nabízí integraci dat z radarů zakoupených Zákazníkem v rámci mobilní a webové aplikace v reálném čase. Zákazník si může zakoupit jeden nebo více radarů a po instalaci se data přenášejí zpět do společnosti IBM, kde jsou zpracovávány a poskytovány prostřednictvím mobilních a webových aplikací v reálném čase.
Weather Company Operations Dashboard for Oil & Gas with Radar	Tato služba je mobilní a webová aplikace pro použití na tabletech, telefonech a počítačích, která poskytuje lokalizovaný, interaktivní a responzivní přístup k informacím o globálním počasí společně s daty v reálném čase z jednoho nebo více radarů zakoupených Zákazníkem. Radary lze instalovat kdekoli po světě a slouží jako prostředek pro poskytování cenných dat v reálném čase ve vzdálených částech světa. Kromě toho se zobrazují další související datové sady, které umožní ropným & plynárenským společnostem s aktivy po celém světě spojovat informace v reálném čase s přehledem o předpovědi a výstrahami pro klíčová obchodní rozhodnutí a zlepšení provozní efektivity.

1.2.4 Weather Company Operations Dashboard Solution Systems

Tento balíček zahrnuje přístup k následujícímu:

Komponenta	Popis
Weather Company Operations Dashboard for Oil & Gas – Radar System	Radar System, který zahrnuje Programy, Samostatně licencované kódy a systém HP a který je strojem jiným než IBM a prodává se s každým radarem zakoupeným Zákazníkem. Radar System se připojí k radaru a odečte a odešle data zaznamenaná radarem zpět do IBM reálném čase.

2. Datové listy ochrany a zpracování údajů

Dodatek o zpracování údajů (Data Processing Addendum, DPA) společnosti IBM na adrese <http://ibm.com/dpa> a Datový list zpracování a ochrany údajů (označováno jako Datový list nebo Dodatek DPA) v odkazech níže poskytují další informace o ochraně údajů pro služby Cloud Services a volby týkající se typů Obsahu, které lze zpracovat, využívaných činností vztahujících se ke zpracování, funkcí ochrany údajů a specifických aspektů uchovávání a vrácení Obsahu. Dodatek DPA se uplatní, pokud se na osobní údaje zahrnuté v Obsahu vztahuje Evropské obecné nařízení o ochraně údajů (EU/2016/679) (GDPR).

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

3. Úrovně služby a Technická podpora

3.1 Dohoda o úrovni služeb

IBM poskytuje Zákazníkovi pro dostupnost následující Dohodu o úrovni služeb (SLA). IBM uplatní nejvyšší použitelnou kompenzaci vycházející ze souhrnné dostupnosti služby Cloud Service, jak je uvedeno v tabulce níže. Procento dostupnosti se vypočítá jako celkový počet minut v rámci smluvního měsíčního období minus celkový počet minut Odstávky za smluvní měsíční období, děleno celkovým počtem minut za smluvní měsíční období. Definice Odstávky, proces uplatňování nároku a pokyny, jak kontaktovat IBM ohledně problémů s dostupností služby, jsou uvedeny na stránkách IBM v příručce Cloud Service Support Guide na adrese

https://www.ibm.com/software/support/saas_support_overview.html.

Dostupnosti služeb	Dobropis (% měsíčního registračního poplatku*)
Méně než 99,9 %	2 %
Méně než 99,0 %	5 %
Méně než 95,0 %	10 %

* Registrační poplatek je smluvní cena za měsíc, za který je uplatňován nárok.

3.2 Technická podpora

Informace o technické podpoře pro službu Cloud Service, včetně kontaktních údajů na podporu, úrovní závažnosti, hodin dostupnosti podpory, dob odezvy a dalších informací a procesů podpory, lze zjistit výběrem služby Cloud Service v příručce podpory IBM na adrese <https://www.ibm.com/support/home/pages/support-guide/>.

4. Poplatky

4.1 Metriky poplatků

Metriky poplatků za službu Cloud Service jsou uvedeny v Transakčním dokumentu.

Na tuto službu Cloud Service se uplatní následující metriky poplatků:

- Oprávněný uživatel je jedinečný uživatel, který má oprávnění pro přístup ke službám Cloud Services jakýmkoliv způsobem přímo či nepřímo (například prostřednictvím multiplexovacího programu, zařízení nebo aplikačního serveru) libovolnými prostředky.
- Zařízení Zákazníka je jakékoli zařízení, které vytváří nebo přijímá příkazy provedení, procedury nebo aplikace ze serverového prostředí přistupujícího ke službám Cloud Services.
- ID subjektu představuje jedinečný identifikátor pro jakýkoli subjekt zastoupený v rámci služeb Cloud Services.
- Instance je každý přístup ke specifické konfiguraci služeb Cloud Services.
- Celkový Příjem v amerických dolarech je celková částka ročního prodeje a dalších zdrojů příjmu Zákazníka, uvedená v poslední verzi veřejné zprávy vydané Zákazníkem nebo u neveřejných společností, v poslední auditované finanční zprávě Zákazníka. Měny v jiné měně než amerických dolarech jsou přepočteny na ekvivalent amerického dolaru podle Převodové tabulky na adrese http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.

5. Dodatečné podmínky

Na Smlouvy o službě Cloud Service (nebo ekvivalentní smlouvy o základním cloudu) uzavřené před 1. lednem 2019 se vztahují podmínky dostupné na adrese <https://www.ibm.com/acs>.

5.1 Ověření

Zákazník i) provede a na vyžádání poskytne záznamy a výstupy ze systémových nástrojů v rozsahu přiměřeně potřebném pro IBM a jejího nezávislého auditora pro účely kontroly dodržování této Smlouvy ze strany Zákazníka a ii) neprodleně objedná a uhradí veškerá požadovaná oprávnění dle příslušné aktuální sazby IBM a uhradí i další poplatky a závazky stanovené na základě výsledků takového ověření, které IBM uvede na faktuře. Tyto povinnosti vzniklé v souvislosti s kontrolou dodržování podmínek jsou a budou účinné po dobu poskytování služby Cloud Service a ještě dva roky poté.

5.2 Aktivační software

Služba Cloud Service obsahuje následující aktivační software:

- BOOST
- BSD-3 KLAUZULE
- MIT
- Microsoft Windows

Následující aktivační software je Zákazníkovi poskytován za následujících podmínek:

Weather Company Operations Dashboard for Android	https://www-03.ibm.com/software/sla/slabd.nsf/displayLIs/11DE6B4E0088700C8525827F003B2CEB?OpenDocument
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5.3 Ukončení Služby

Po uplynutí nebo ukončení registrace Zákazníka budou přihlašovací údaje Zákazníka pro přístup ke službě Cloud Service odstraněny.

5.4 Omezení používání pro jednotlivé země

Zákazník nese odpovědnost za určení, zda jeho používání Dat je přípustné a, v příslušném rozsahu, za získání všech nezbytných licencí, povolení, souhlasů nebo oprávnění od vládních subjektů nebo úřadů v zemi či v oblasti, ve které provozuje nebo používá Data, a povinnosti IBM podle tohoto Popisu služby jsou tímto podmíněny.

5.5 Materiály "Jak jsou"

Veškeré informace o dopravě a informace s dopravou související, stejně jako příslušné předpovědi a výstrahy jsou poskytovány "TAK JAK JSOU" a společnost IBM nenes odpovědnost za přesnost, spolehlivost, úplnost nebo dostupnost těchto materiálů.

5.6 Dodatečné podmínky pro Weather Company Operations Dashboard Solution Systems

5.6.1 Licence k Programům

Program je počítačový program nesoucí značku IBM a související materiály dostupné na základě licence po uhrazení poplatků. Programy nezahrnují Strojový kód ani Projektové materiály, jak jsou tyto pojmy vymezeny v Příloze. Programy jsou chráněny autorskými právy a jsou licencovány (nikoli prodávány). Poté, co IBM akceptuje objednávku Programu, udělí Zákazníkovi nevýhradní licenci: a) k užívání Programu pouze v rozsahu podle jeho oprávnění a v souladu s tímto Popisem služby; b) k vytváření a instalaci kopií k podpoře takového oprávněného užívání; a c) k vytvoření záložní kopie. Programy mohou být užívány Zákazníkem, jeho oprávněnými zaměstnanci a smluvními partnery pouze v rámci Podniku Zákazníka a nikoli k poskytování služeb v oblasti hostingu a timesharingu jakékoli třetí straně. Zákazník nesmí žádný Program dále licencovat, ani licenci postoupit či převést. Další práva lze získat za dodatečné poplatky nebo na základě jiných podmínek. Zákazníkovi nejsou udělena neomezená práva k užívání Programu a Zákazník nezaplatil za veškerou ekonomickou hodnotu Programu. Některé Programy mohou obsahovat kód třetí strany licencovaný na základě samostatných smluv uvedených níže.

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- c. nebude provádět zpětné sestavení, kompilaci, překlad nebo dekonstrukci Programu; a
- d. nebude používat žádný z prvků Programu nebo související licenční materiál odděleně od Programu.

Pokud Smlouva Zákazníka výslovně nestanoví jinak, uplatní se následující:

- e. Poplatky, daně, platba a ověření

Zákazník i) provede a na vyžádání poskytne záznamy, výstupy ze systémových nástrojů a přístup do svých prostor v rozsahu přiměřeně nezbytném pro IBM a jejího nezávislého auditora za účelem kontroly dodržování podmínek Smlouvy ze strany Zákazníka, včetně Programových licencí a metrik, jako například užívání dílčí kapacity (dle potřeby), a ii) neprodleně objedná a uhradí požadovaná oprávnění (včetně související Registrace a Podpory) v aktuálních sazbách IBM a jiné poplatky a závazky stanovené na základě výsledků této kontroly, jak IBM uvede ve faktuře. Tyto povinnosti vzniklé v souvislosti s kontrolou dodržování podmínek jsou a budou účinné po dobu platnosti jakéhokoli Transakčního dokumentu a dva roky poté.

- f. Odpovědnost a náhrada škody

IBM nenes odpovědnost za nároky založené na Programech od jiných subjektů, než je IBM, na položkách, které nedodává IBM, nebo za nároky vzniklé v souvislosti s porušením zákona či práv třetí osoby způsobeným Obsahem Zákazníka nebo materiály, návrhy a specifikacemi Zákazníka nebo Zákazníkovým užíváním neaktuálních verzí či vydání Programu IBM, pokud by se nároku v souvislosti s tímto porušením dalo předejít použitím aktuální verze nebo vydání.

- g. Ukončení

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- c. IBM nenese vůči Držiteli licence odpovědnost, neodškodní jej a nebude jej chránit a bránit před nároky vyplývajícími ze Samostatně licencovaného kódu nebo s ním souvisejícími; a
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- HP (Příloha C)
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5.6.3 Stroje od jiného subjektu, než je IBM

Stroj od jiného subjektu, než je IBM, je zařízení, včetně jeho funkcí, upgradů a příslušenství, které IBM dodává Zákazníkovi. Takové Stroje od jiného subjektu, než je IBM, nejsou označeny značkou IBM, ale značkou jiné osoby.

Poté, co IBM akceptuje objednávku Zákazníka, převede na Zákazníka nebo na jeho pronajímatele vlastnictví ke Strojům od jiného subjektu, než je IBM, po úhradě veškerých splatných částek; výjimkou jsou Spojené státy, kde vlastnictví přechází k okamžiku odeslání. IBM nese nebezpečí škody na věci do dodání přepravci za účelem odeslání. IBM hradí pojištění v zastoupení Zákazníka až do dodání do místa Zákazníka. Zákazník je povinen každou škodu nahlásit písemně IBM do 10 pracovních dní od dodání a je povinen postupovat v souladu s reklamačním postupem.

Zákazník smí získat Stroje od jiných subjektů, než je IBM, pouze k použití v rámci svého Podniku v zemi, kde je získal, a nikoli k prodeji, pronájmu nebo převodu. Financování formou zpětného leasingu je povoleno.

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5.6.5 Omezení záruky Strojů od jiných subjektů, než je IBM

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Aniž by tím bylo dotčeno výše uvedené, nové pracovní stanice HP jsou spojeny s 5letou zárukou se servisem následující pracovní den poskytovanou HP, s výjimkou státních svátků.

Oznámení a informace

OZNÁMENÍ A INFORMACE PRO SYSTÉMY WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS.

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OBSAH

TENTO SOUBOR OZNÁMENÍ IBM OBSAHUJE NÁSLEDUJÍCÍ

ČLÁNKY:

- BOOST
- BSD-3 KLAUZULE
- MIT

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1. LICENCE BOOST

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Boost

Boost Software License – Version 1.0 – August 17th, 2003

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curl (© 1996 – 2010 Daniel Stenberg; <daniel@haxx.se>. cURL;http://curl.haxx.se/)

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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 - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
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- (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
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- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
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Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

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You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur,

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7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

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- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business

your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. **Arbitration fees and payments.**
 - (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
 - (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
 - (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a). within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
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- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).
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Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.
- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

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