

License Terms for Azure Sphere OS and Azure Sphere Security Service

This is a contract ("**Agreement**") between the party purchasing the Azure Sphere enabled device with which this Agreement is provided ("**Device**") (collectively, "**you**" or "**your**") and Avnet, Inc. ("**Company**", "**we**", "**us**", or "**our**") regarding the Product included with the Device. If you are entering into this Agreement on behalf of a company or other legal entity then you represent and warrant that you have authority to bind that company or legal entity and "you" and "your" also refer to that entity. You must review the entire Agreement, including any supplemental terms that accompany the Device or the Product, as well as any linked terms, because all of the terms are important and together create this Agreement that applies to you.

By accepting this Agreement or distributing, accessing or using (or attempting to access or use) the OEM Application or Product, you agree to all of these terms, and consent to the transmission of certain information, during your use of the Product. If you do not accept and agree to comply with these terms, you may not use the OEM Application or Product and you may contact Company, or your retailer, to determine its return policy and return the Device for a refund or credit under that policy.

1. Definitions

"Additional Term" or "**AT**" means a term, condition or restriction described in the Azure Sphere Guide to apply to a specific Product, in addition to the generally-applicable license provisions set forth in this Agreement.

"Azure Sphere Enabled Chip" means a microcontroller (i.e., an integrated circuit that includes memory, one or more processors, and other circuitry) that, as designed, provides a secured root of trust for running the Azure Sphere OS and connecting to the Azure Sphere Security Service. The Azure Sphere Enabled Chip is used with, but is not a part of, the Azure Sphere OS or the Azure Sphere Security Service.

"Azure Sphere Marketing Guide" means the then-current version of the Azure Sphere Marketing Guide available at <https://devicepartner.microsoft.com/en-us>.

"Azure Sphere Guide" means the then-current version of Providers' policies and requirements for the Product and Connected Devices available at <https://devicepartner.microsoft.com/en-us>.

"Azure Sphere OS" means Microsoft Corporation's microcontroller operating system that, as designed, runs on an Azure Sphere Enabled Chip and connects to the Azure Sphere Security Service.

"Azure Sphere Security Service" means Provider's cloud-based service that provides Update, authentication, and failure reporting services to a Device and related OEM Application and no other cloud-based services. For clarity, the Azure Sphere Security Service does not include any additional cloud services.

"Connected Device" means your fully assembled device or appliance that you Distribute with an embedded Azure Sphere Enabled Chip running the Azure Sphere OS and connecting to the Azure Sphere Security Service.

"Data Protection Laws" means any Laws applicable to you or Company (or Providers), relating to data security, data protection, and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to

processing of Personal Data and the free movement of that data.

"Distribute" or **"Distributed"** means when an Azure Sphere Enabled Chip running the Azure Sphere OS leaves your ownership and control, including Connected Devices that are leased and not sold.

"End User" means a person, company, or other legal entity that acquires a Connected Device.

"Installation Tools" means the tools and related materials for the Product that may include the Azure Sphere OEM Guide, installation or integration utilities, interoperability development tools, related documentation, instructions, and requirements, and copies of Products and Updates.

"License Terms" means the license terms between you and an End User that govern an End User's use of the Product.

"Providers" means collectively, Microsoft Corporation and its applicable affiliates.

"Product" means collectively, the Azure Sphere OS (and any updates) as well as an included subscription to the Azure Sphere Security Service.

"OEM Application" means a task-specific software program or function (subject to the requirements specified in the Azure Sphere Guide) installed on an Azure Sphere Enabled Chip running the Azure Sphere OS and connecting to the Azure Sphere Security Service with the following attributes: (a) it provides the primary functionality of the Device; and (b) it is designed to meet the functionality requirements for which the Device is marketed and Distributed, and it may offer functionality in addition to the Azure Sphere OS and Azure Sphere Security Service. For clarity, Company may have other applications also running on the Device in addition to the OEM Application.

"OSS Source Code" means the source code for software whose license obligates a distributor of the software to make corresponding source code available when the software is distributed in object code

"Personal Data" means any information relating to an identified or identifiable natural person, i.e., one who can be identified directly or indirectly by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Territory" means where the Azure Sphere Security Service is available for use (see <https://azure.microsoft.com/en-us/updates/commercially-availability-in-more-countries/>).

"Update" means a royalty-free replacement or re-release of the Azure Sphere OS.

2. General Terms

- a. **Applicability.** This Agreement applies to the Product, including any fonts, icons, images or sound files included with the Product, and also any updates for the Product provided by us or our Providers, unless other terms come with them.
- b. **Azure Sphere Security Service.** The Azure Sphere Security Service is provided by Providers. Some Azure Sphere Security Service features may provide an access point to, or rely on, online services of other providers, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the applicable terms of use. The Azure Sphere Security Service (and any such online services) is only available in the Territory.
- c. **Third Party Notices.** The Product may include third party programs that are licensed to you under this Agreement, or under their own terms. License terms, notices, and acknowledgements, if any, for the third party programs can be viewed at (aka.ms/thirdpartynotices).

- d. **Additional Terms.** Additional Provider terms may apply to your use of the Product, depending on your Device's capabilities, how it is configured, and how you use it. Please be sure to read them.
- e. **Scope of License.** The Product is licensed, not sold. This Agreement only gives you some rights to use the Product. Providers reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Product only as expressly permitted in this Agreement. Except as expressly authorized otherwise in this Agreement you may not and agree not to:
 - (i) reverse engineer, decompile or disassemble the Product, or attempt to do so, except and only to the extent that the foregoing is: (A) permitted by applicable law; (B) permitted by licensing terms governing the use of the open-source components that may be included with the Product; or (C) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the Product;
 - (ii) access or use the Product in any way that is prohibited by applicable law, regulation, or governmental order or decree or that violates any rights of others;
 - (iii) work around any technical restrictions or limitations in the Product; or
 - (iv) when using Internet-based features of the Product, use those features in any way that could interfere with anyone else's use of them, or try to gain access to or use any service, data, account, or network, in an unauthorized manner.

3. Azure Sphere Security Service Tenant Terms. This Section 3 only applies to you if you activate the Azure Sphere Enabled Chip, excluding activation on behalf of a third party (e.g., in your role as a subcontractor for the party claiming the Azure Sphere Enabled Chip).

- a. **Use Rights.** Subject to the limitations in this Agreement, you may use the Azure Sphere Security Service only on the Device with which you acquired it or with a Connected Device (collectively, "**Covered Devices**"). Before using the Covered Device (or distributing the Connected Device to a third party, if distribution rights have been granted elsewhere), you must activate the Azure Sphere Enabled Chip per instructions in the Azure Sphere Guide.
- b. **OEM Application.** You must own or maintain effective licenses for the OEM Application.
- c. **Azure Sphere Security Service.** The Azure Sphere Security Service is intended solely to maintain the Azure Sphere OS and to deliver any OS updates (as and when determined by Providers) and updates to the OEM Application, to collect failure reports from Covered Devices, and to support device-to-device and device-to-cloud authentication for Covered Devices. You will have the right to receive the Azure Sphere Security Service for your Covered Devices during the period in which Providers provide such services, in accordance with the Service Life and Support terms in Section 3.d below, so long as: (i) you maintain sufficient connectivity from Covered Devices to the Internet, as documented in the Azure Sphere Guide; (ii) you have not materially breached this Agreement, or otherwise affirmatively acted, in any way that, as determined by Providers, could reasonably have a material deleterious effect on the security of the Covered Devices, the Azure Sphere Security Service, the Azure Sphere OS, or the Azure Sphere ecosystem; and (iii) you have not returned the Covered Device, including in connection with any recall.

You acknowledge that Providers have the right and technical ability (at least while a given Covered Device remains connected to the Azure Sphere Security Service through the internet) to temporarily deactivate or disable the connectivity between the OEM Application and the internet in such Covered Device, which right Providers will exercise solely as and to the extent they

determine is necessary to maintain the quality, security, or stability of the Covered Device or the Azure Sphere Security Service.

- (i) **Real Time Telemetry and Data Collection by the Azure Sphere Security Service.** The Azure Sphere Security Service consists of solely those services described above, and they operate solely on Providers' cloud. The Azure Sphere Security Service does not provide real-time telemetry and does not collect, store, or process personal information of users, although it does, by necessity, collect and store certain, minimal information about each Azure Sphere Enabled Chip, the Covered Device in which it is installed, and related information (e.g., version information for the installed OS and the installed OEM Application) to facilitate updating, authentication, and collecting failure reports.
 - (ii) **Real Time Telemetry and Data Collection by the OEM Application.** Any data collected, stored, or processed by or through OEM Application is completely outside the scope of this Agreement, and such information is not shared with Providers in any way under this Agreement.
 - (iii) **Updates.** If the Azure Sphere Enabled Chip is connected to the internet, Updates to the Azure Sphere OS will be provided directly by Providers over-the-air as part of the Azure Sphere Security Service, subject to this Agreement. Providers may reboot Covered Devices as part of applying Updates to the Azure Sphere OS embedded in such Covered Devices.
- d. Service and Support Lifecycle.** For each generation or version of Azure Sphere Enabled Chip, Company and Providers will provide Updates and the Azure Sphere Security Service and related support as further described in this Section 3.d ("**Service and Support Lifecycle**").
- (i) For each generation of Azure Sphere Enabled Chip, there is a Mainstream Support period and an Extended Support period. "**Mainstream Support**" means the first phase of the Product lifecycle, during which Providers will provide security updates, patches, bug fixes, feature updates and other Product improvements. "**Extended Support**" means the second phase of the Product lifecycle, during which Providers will provide security updates, patches, and bug fixes and may (but is not obligated to) provide other Updates.
 - (ii) Mainstream Support begins on the first release to manufacturing date of the Azure Sphere OS for a given Azure Sphere Enabled Chip and runs for 3 years.
 - (iii) Extended Support begins when Mainstream Support ends and continues for an additional 10 years from the date Mainstream Support ended. For example, the Azure Sphere OS was first released to manufacturing for MT3620AN on July 31, 2018. Hence, Mainstream Support for MT3620AN began on July 31, 2018 and ends on July 31, 2021. Extended Support begins on August 1, 2021 and ends on July 31, 2031. See <https://devicepartner.microsoft.com/en-us> for additional details.
 - (iv) Subject to Section 3.d(v), on expiration of Extended Support, Providers: (A) will continue authentication for the applicable Covered Device; (B) will continue failure reporting for the applicable Covered Device; (C) will provide an update channel for OEM Applications; and (D) may (but are not obligated to) provide other Updates, including quality Updates and critical Updates.
 - (v) Providers may discontinue the Product or any component thereof (e.g., the Azure Sphere Security Service) at any time. Providers will continue to provide support for Products Distributed prior to discontinuance of the Product pursuant to the Service and Support

Lifecycle terms in Section 3.d through the Extended Support Period. Providers will no longer provide ongoing support for any Products pursuant to the Service and Support Lifecycle terms in Section 3.d(iv) after the effective date of a discontinuance of Product or component.

4. Distribution Terms

- a. Installation, Sublicensing, and Distribution Rights.** Subject to your compliance with the Agreement, Company grants you the non-exclusive, limited right during the term of the Agreement to:
- (i) use the Installation Tools, internally only, to integrate an Azure Sphere Enabled Chip and Product with Connected Devices that meet the requirements specified in this Agreement;
 - (ii) sublicense and Distribute the Products only with Connected Devices (and not as a stand-alone product), under License Terms, solely to End Users within the Territory and subject to the following terms:
 - (A) the Azure Sphere Enabled Chip is installed, without modification (other than possibly updating the Azure Sphere OS, adding the OEM Application, or both, all in accordance with this Agreement), in such Connected Device;
 - (B) the Azure Sphere OS is pre-installed on such Azure Sphere Enabled Chip as implemented in such Connected Device; and
 - (C) such Connected Device fully complies with the requirements specified in (or referenced in) the Agreement, including the Azure Sphere Guide.
- b. General Conditions.** In addition to the provisions set forth above, your rights are subject to your compliance with Connected Device requirements, and other terms and conditions in this Agreement, including that you must not modify, or attempt to modify, the Azure Sphere OS as preinstalled on the Azure Sphere Enabled Chip. The Azure Sphere OS is available solely as pre-installed on the Azure Sphere Enabled Chip, or as provided by Providers via the Azure Sphere Security Service.
- c. Additional Conditions.** The Distribution license grants in this Agreement are subject to your compliance with the following additional conditions:
- (i) **License Terms Required.** You may sublicense the Product to End Users **only** under License Terms between you and each End User, subject to the following:
 - (A) **Provision of License Terms to End User.** You must notify each End User before or at the time of purchase, in the appropriate language versions for the locations where you will Distribute the Connected Devices, that the Connected Device contains software that is subject to the License Terms and that the End User must agree to the License Terms before using the functions of the Connected Device that require connectivity.
 - (B) **Contents.**
 - (1) If you Distribute a Connected Device containing an Azure Sphere Enabled Chip to an [consumer] End User the applicable License Terms are provided at <https://devicepartner.microsoft.com/en-us/assets/detail/azure-sphere-end-user-license-terms-07062018-docx>.
 - (2) If you Distribute a Connected Device containing an Azure Sphere Enabled Chip to an [ecosystem partner] End User, the terms of this Agreement are the applicable License

Terms and you will flow down the terms of this Agreement to each End User.

(C) Limited Exception. You may use different or additional terms with End Users, but only if such terms are no less protective of Company and Providers than those provided under this Agreement.

(D) Provision to End User. You must Distribute the License Terms in a manner that forms a contract binding the End User under Laws.

(ii) Open Source Software License Requirements. You will (A) provide the OSS Source Code to End Users in response to a written inquiry, and (B) provide a physical copy of the following notice to all End Users in the package with each shipment of Connected Devices:

The software included in this product contains copyrighted software that is licensed under the GPL, LGPL or other open source licenses, listed below. You may obtain the source code for applicable software from [Company link] or by email request to [Company email]. Please write "source for Azure Sphere" in the subject line. Microsoft may provide online updates to the Azure Sphere equipment that may incorporate different or additional software from third parties. An updated list and an offer to obtain relevant source code can be found at aka.ms/azurespheresdk.

[You will include Third Party Notices from Providers for the software release version on the Connected Device. Third Party Notices may be found at aka.ms/azurespheresdk]

You may elect to engage Providers to provide the OSS Source Code to End Users by providing written notice to that effect to Providers by sending mail to:

Source Code Compliance Team,
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

If you engage Providers to provide this service, then, in lieu of the notice described above, you will provide a physical copy of the following notice to all End Users in the package with each shipment of Connected Devices:

The software included in this product contains copyrighted software that is licensed under the GPL, LGPL or other open source licenses, listed below. You may obtain the source code for applicable software from <http://3rdpartysource.microsoft.com> or by sending mail to:

Source Code Compliance Team,
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

Microsoft may provide online updates to the Azure Sphere equipment that may incorporate different or additional software from third parties. An updated list and an offer to obtain relevant source code can be found at aka.ms/azurespheresdk.

[You will include Third Party Notices from Providers for the software release version on the Connected Device. Third Party Notices may be found at aka.ms/azurespheresdk]

(iii) Additional End User Notices. In addition to the notice required under Section 4.d(ii), above,

if required in the Additional Terms, you must provide certain notices to End Users for the Product. Unless Company or Providers require that you deploy the notice by a specific means within the Connected Device or its packaging, you may provide such notice to End User in writing or via email.

(iv) Localization. You must provide all End User notices, except the Third Party Notices required under Section 4.d(ii), in the same language as the primary language in the portion of the Territory in which the particular Connected Device unit is Distributed. If you install more than one language version on a Connected Device, then you must provide the notices in each of the installed languages.

(v) Azure Sphere Marketing Guide. You will comply with the Azure Sphere Marketing Guide. Providers may change the Azure Sphere Marketing Guide from time to time. You will have 90 days from posting to comply with such changes.

e. Rights to the Azure Sphere Security Service. You acknowledge that you will not have any rights to the Azure Sphere Security Service if you do not activate the Azure Sphere Enabled Chip prior to Distribution in a Connected Device.

f. Installation Requirements

(i) You must install the Updates and the OEM Application in accordance with the requirements of the Azure Sphere Guide and the Installation Tools.

(ii) Connected Device Branding. You must prominently mark each Connected Device casing and packaging with its brand names or trademarks to indicate to End Users that you manufactured the Connected Device. If you acquire substantially all of the assets of a third party that are used in the design, manufacture, and assembly of devices, you may Distribute Connected Devices with brands licensed from that third party for a reasonable amount of time solely to facilitate the acquisition of those assets. You must provide notice (e.g., on the Universal Product Code label or sticker) on its packaging that you manufactured the Connected Device.

(iii) No Stand-Alone Products or Pricing. You will not advertise, give a separate price for, or otherwise market or Distribute a Product, or any part of a Product, as a separate item from the Connected Device.

g. Installation Tools

(i) You may use the Installation Tools only to install, integrate, or test the Product for use with Connected Devices, subject to any requirements set forth in the Installation Tool documentation, the Azure Sphere Guide, or Additional Terms. You may not make any changes to the Product unless permitted in the Installation Tools or Azure Sphere Guide, as applicable. Providers may modify the Installation Tools from time to time.

(ii) After your rights to Distribute the Product end, you may retain a reasonable number of copies of the Installation Tools for that Product. You may use the Installation Tools only to support End Users of Connected Devices that included the version of Product originally Distributed by you. You may only use the Installation Tools for the version of the Product that includes all required Updates issued by Providers for that Product.

(iii) You may request delivery of Installation Tools only to premises owned (or leased) and controlled by you, and may not transfer Installation Tools to any third party.

- h. Updates.** If the Azure Sphere Enabled Chip is connected to the Internet, the Product will periodically check for Updates provided over-the-air by Providers. If any Updates are identified, the Product will download and install them to enhance Product functionality and security and for other purposes. Company agrees to accept these automatic Updates without any additional notice.
- i. End User Support.** Providers have no obligation to provide support directly to End Users for Products under this Agreement. You will provide all direct End User support for the Connected Devices you Distribute.
- j. End User Breach.** If you identify any breach of the License Terms by an End User: (i) you must immediately notify Company, and (ii) you must, within 10 days of becoming aware of the breach (unless the End User has cured within that time) stop distributing Product to that End User.

5. Customer Privacy and Data Security. Each party and Providers will comply with applicable law (including applicable Data Protection Laws) in performance under this Agreement. Without limiting the foregoing, each party and Providers will:

- a.** not use or share Personal Data received from the other party (or its customers or Providers) for any purpose for which it has not obtained consent;
- b.** establish independent procedures for managing and responding to any communication from a customer (and in your case, if you are using the Device internally, from your employee or agent), seeking to exercise its rights under Data Protection Laws;
- c.** provide reasonable assistance to the other party (and Providers) in responding to any requests, investigation, consultation, or claims from a customer, regulator, or supervisory authority concerning Data Protection Law;
- d.** take all appropriate security measures that are required by Data Protection Laws, and in accordance with good industry practice relating to data security; and
- e.** refrain from transmitting unsolicited commercial communications in any manner that would violate applicable law.

You hereby provide any consents required: (i) to allow us and our Providers to access, use, and disclose your data; and (ii) for us and our Providers to provide the Azure Sphere Security Service.

6. Change Event. Company and its Providers may change, or if necessary to terminate, the Product if an applicable government rule or regulation is promulgated or interpreted so as to make it materially more difficult, or impossible, to provide the Product without material changes.

7. Warranty Disclaimers

- a.** Neither party (or Providers) makes any other warranties, representations, or guarantees to the other related to the Agreement. To the extent permitted by applicable law, each party and Providers disclaim any implied warranties of merchantability, non-infringement, or fitness for a particular purpose.
- b.** The Product on your Device (including the OEM Application) are licensed "as is." To the maximum extent permitted by your local laws, you bear the entire risk as to the Product quality and performance. Should the Product prove defective, you assume the entire cost of all servicing or repair. Neither the Device manufacturer nor Microsoft gives any express warranties, guarantees, or conditions for the Product. To the extent permitted under your local laws, the manufacturer and Microsoft exclude all implied warranties and conditions, including those of merchantability,

quality, fitness for a particular purpose, and non-infringement. You may have additional consumer rights or statutory guarantees under local laws that these terms cannot change.

- c. If your local laws impose a warranty, guarantee, or condition even though this Agreement does not, its term is limited to 90 days from when the first user accesses the Product on your Device. If the manufacturer or Microsoft breaches such a warranty, guarantee, or condition, your sole remedy, at the manufacturer's or Microsoft's election, is: (a) repair or replacement of the Product at no charge; or (b) return of the Device on which the Product was installed (and from which the Product was accessed) for a refund of the amount paid, if any. These are your only remedies for breach of a warranty, guarantee, or condition your local laws impose.
- d. Check with your Device manufacturer to obtain warranty service or to determine if your Device is covered by a warranty from the Device manufacturer.
- e. **WARNING: THE PRODUCT IS NOT DESIGNED OR INTENDED FOR USE IN ANY DEVICE OR COMBINATION WITH THIRD PARTY MATERIALS WHERE FAILURE OR FAULT OF ANY KIND OF THE PRODUCT COULD REASONABLY BE SEEN TO LEAD TO DEATH OR SERIOUS BODILY INJURY, OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.**

8. **Limitation of Liability; Indemnification.**

a. **Limitation of Liability.**

- (i) In any action under or related to this Agreement, Company, the manufacturer and Microsoft shall not be liable to you for any of the following whether informed of their possibility or not; notwithstanding the failure of essential purpose of any remedy in this Agreement; and whether arising in contract, tort, (including negligence), strict liability or otherwise: (i) special, incidental, indirect, punitive or consequential damages; or (ii) loss of profits, business, revenue, goodwill, data, information or anticipated savings.
- (ii) The maximum cumulative liability of Company, the manufacture and Microsoft for all actions arising out of or related to this Agreement, regardless of the form of the action or the theory of recovery, shall be limited to the purchase price paid or payable by you to Company under this Agreement.

b. Indemnification. You will defend Company, the manufacturer and Providers (each an "**Indemnified Party**") (including by paying external attorneys' fees and costs and expenses of defense) from, and pay any resulting adverse final judgment or settlement to which Indemnified Party consents based on, an unaffiliated third-party action, cause of action, suit, or judicial claim (a "**Claim**") to the extent: (a) arising from your breach of the Agreement or your gross negligence or intentional acts or omissions hereunder; (b) alleging damage to physical property, death, or personal injury attributable to, and proximately caused by, a defect in Connected Devices, your combination of Products with Connected Devices, your combination of Products with non-Provider products, or Connected Devices that fail to comply with relevant Laws or that fail to meet the relevant standard of care for such devices; or (c) alleging that a Connected Device infringes a third party's patent, copyright, or trade secret, or your use or combination of Product with any non-Provider products.

c. This Section 8 shall survive the termination or expiration of this Agreement.

9. **Termination, Cancellation and Suspension.** Company and Providers may terminate this Agreement for: (a) your material breach (including without limitation breaches of Section 2(e)); (b) your actions that

harm the operation, or Providers' offering, of the Product; or (c) your infringement or misappropriation of any Provider intellectual property or other proprietary rights. Providers may suspend offering of the Product for any reason and may temporarily deactivate or disable the connectivity between the Azure Sphere Security Service or the OEM Application and the Internet in the Connected Device.

10. Miscellaneous.

- a. Changes.** The Product may be changed periodically, after which you may need to agree to new terms.
- b. Force Majeure.** A "**Force Majeure Event**" means fire, casualty, or an act caused exclusively by forces of nature, riot, terrorist act, war, labor dispute, material changes of laws or regulations, or court decree. A Force Majeure Event does not include theft or loss. Neither party will be liable for failing to perform under the Agreement to the extent that a Force Majeure Event caused the failure. The party subject to the Force Majeure Event must notify the other party, and must perform the obligations that were not performed, as soon as the Force Majeure Event stops.
- c. California Proposition 65 Notice.** This Device contains one or more chemicals known to the State of California to cause cancer, birth defects or other types of reproductive harm
- d. Entire Agreement; Applicability.** This Agreement is the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive. Our Providers may deliver the Services (in whole or in part), and the rights granted to us also apply to them, and Section 8 also limits their liability.