

Authorized Retailer Terms and Conditions

Authorized Retailer's sale of the Microsoft Corporation goods and services ("Products") is subject to and based upon the following terms and conditions:

(a) Authorized Retailer:

- (1)** will purchase, distribute or sell only those Products permitted by InComm and authorized in a Distribution Appendix;
- (2)** will distribute or sell Products only through the authorized Product Delivery Solution and with the applicable End User License Agreement, if any;
- (3)** will comply with requests aimed at ensuring compliance with legal requirements applicable to the Products and/or Product Delivery Solution;
- (4)** will conduct its distribution, sale and disposition of Products in a manner that complies with all applicable laws, rules and regulations, including but not limited to any applicable privacy requirements, anti-spam/anti-spyware rules, consumer protection, French language, trade, commerce, tax and export laws and regulations;
- (5)** will comply with the Authorized Retailer's privacy policy and with practices that meet or exceed industry standards;
- (6)** will be PCI level 3 compliant (or its recognized equivalent);
- (7)** acknowledges that InComm is required to cease activation of the affected Products through InComm's systems as soon as possible, but no later than five (5) Business Days (unless informed that an earlier date is required by law), after notice of such suspension from Microsoft to InComm and as such, Authorized Retailer will work with InComm on the execution plan as defined by Microsoft for such affected Products and shall suspend distribution of any affected Product within such period and remove any promotion or marketing of the affected Product or Product Delivery Solution (including any related Marketing Materials related to such suspended Product or Product Delivery Solution) as soon as possible.
- (8)** will use commercially reasonable efforts to prevent unauthorized distribution, duplication or pirating of the Products and/or any Product Delivery Solution;
- (9)** will have processes and procedures in place, to the reasonable satisfaction of Microsoft and InComm, that are designed to prevent Product fraud;
- (10)** will use commercially reasonable efforts to protect and store all Product and Marketing Materials against loss or damage while such items are under its control and/or in its possession;
- (11)** will implement and maintain, a measurable, documented disaster recovery plan to ensure the continued performance of its obligations under the Master Agreement;
- (12)** will notify InComm as soon as practical, and in any event within seventy-two (72) hours, of becoming aware of any material loss, damage, or destruction of any Product or Marketing Materials;
- (13)** will implement and maintain industry standard security procedures and measures in connection with the systems used (including physical lock/key security, computer and communications network security and data security) designed to prevent disclosure of Microsoft's intellectual property and Confidential Information to any unauthorized persons or any damage to any Product, Marketing Materials or Confidential Information, and provide requested information to InComm with respect to the same;
- (14)** will promptly notify InComm of any potentially fraudulent transaction relating to any Products and shall use commercially reasonable efforts to identify the affected Product information (codes, keys, PINs, etc.);
- (15)** will utilize commercially reasonable security measures to facilitate the secure exchange of data with InComm and/or Microsoft;
- (16)** will provide customer service to End Users relating to the Product purchase process and Product delivery transaction and as required in any applicable Distribution Appendix and promptly notify InComm in writing of any suspected support issue that is the responsibility of InComm or Microsoft as set forth in that Section;

- (17) will promptly notify InComm after its receipt of any End User complaints or returns relating to defects in the Products or any other related Microsoft technology or service;
- (18) will remove and cease all distribution, promotion and marketing of any allegedly infringing item(s) as soon as possible after notice;
- (19) will immediately cease distribution of any Product and/or Product Delivery Solution (including any related Marketing Materials) that InComm or Microsoft informs Authorized Retailer must be recalled and use prompt, commercially reasonable efforts to undertake any other instructions provided by InComm or Microsoft in connection with a recall;
- (20) will work with InComm on the execution plan as defined by Microsoft for such affected Marketing Materials and shall as soon as possible but in any event within five (5) Business Days of when Microsoft has provided InComm notice, cease all use of and replace all Marketing Materials if removal is requested by Microsoft or if Authorized Retailer is provided Marketing Materials that are intended to supplement or replace previously provided Marketing Materials or is otherwise provided updated Marketing Materials;
- (21) will, within ten (10) Business Days after any expiration or termination of the Master Agreement with InComm or any applicable Distribution Appendix, as directed or as further specified in a Product Appendix, return or destroy any physical embodiments of the Products in its possession as directed, and anything else in its possession that embodies InComm or Microsoft's Confidential Information and provide a certification of destruction in writing reasonably acceptable to InComm or Microsoft;
- (22) will make commercially reasonable efforts to comply with any guidelines that are provided regarding distribution or sale of the Products and/or any Product Delivery Solution;
- (23) will comply with all applicable international and national laws in the Territory, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions of the U.S. and other governments as further described at www.microsoft.com/exporting;
- (24) will cooperate in good faith and provide assistance as reasonably requested if InComm or Microsoft is required to report to any governmental agency that regulates digital distribution and/or the transmission of consumer or commercial products; and
- (25) will cooperate with any audit required by InComm in order to comply with its obligations to Microsoft.

(b) Authorized Retailers will not:

- (1) trade any Product/Product Delivery Solutions with other Microsoft authorized distributors or resellers;
- (2) distribute or sell any discontinued Product after the designated discontinuance date set forth in any notice from InComm or Microsoft;
- (3) distribute or sell Products outside of the Territory nor sell or distribute Products to any third party whom it has reason to believe will redistribute or resell outside of the Territory;
- (4) where applicable, sell or distribute any Product prior to the "street date" for the relevant Product (except for authorized pre-orders);
- (5) disassemble, de-compile or otherwise reverse engineer any Product and/or Product Delivery Solution or otherwise attempt to learn the source code, structure, algorithms or ideas underlying such items;
- (6) modify, reverse engineer or decompile any Products or Marketing Materials and shall not remove any proprietary notices or licenses contained in any Marketing Materials;
- (7) take any action contrary to the End User License Agreement applicable to the Product and/or Product Delivery Solution;
- (8) copy, reproduce, modify, alter, or tamper with any Product and/or Product Delivery Solution;
- (9) introduce any computer virus or other illicit code into any Product, Product Delivery Solution or Microsoft system;
- (10) link or bundle the distribution or sale of any Product through any Product Delivery Solution with any unauthorized third-party product or through any alternative product transmission methods;

- (11) knowingly distribute or sell, or aid in the distribution or sale of any counterfeit Product and/or Product Delivery Solution;
 - (12) alter or modify the End User License Agreement;
 - (13) issue press releases, publicity, or other disclosure in any form concerning Microsoft or the Products without the written approval of Microsoft;
 - (14) disclose any of Microsoft's Confidential Information to any third party;
 - (15) make any representations, conditions, warranties or promises with respect to any Product and/or Product Delivery Solution that are not contained in or would conflict with the written warranty documentation provided by Microsoft and accompanying the Product or included in the End User documentation of the Product; and
 - (16) combine the Products or Product Delivery Solutions in a manner that would cause the Product or Product Delivery Solutions, in whole or in part, to be governed by any license that requires, as a condition of use, modification or distribution, that software or other software combined or distributed with such software be:
 - A) disclosed or distributed in source code form;
 - B) licensed for the purpose of making derivative works; or
 - C) redistributable at no charge.
- (c) **Authorized Retailers acknowledge and agree:**
- (1) Distribution Appendices terms shall control in the event of a conflict with these terms;
 - (2) that Products are distributed and sold to End Users subject to the terms of the applicable Microsoft End User License Agreement or such other Microsoft written documentation that may be included in any Product and/or Product materials;
 - (3) that InComm may suspend the right to distribute or sell the Products or to use a Product Delivery Solution at any time in order to comply with Microsoft's requirements or at Microsoft's direction; and
 - (4) that Microsoft is an intended third party beneficiary of the agreement between InComm and the Authorized Retailer. If the doctrine of third party beneficiaries is not recognized in any jurisdiction, then the parties agree that while Microsoft is not a party to such agreement and has no obligations hereunder, InComm is a trustee of Microsoft (and Microsoft's successors and assigns) for the limited purpose of holding in trust for Microsoft (and Microsoft's successors and assigns) the covenants expressed to be in favour of Microsoft herein. Accordingly, the Authorized Retailers agree that Microsoft (and its successors and assigns) may enforce such rights and promises in its own right (and will not be required to add InComm as a party to any proceedings for such enforcement). The Authorized Retailers further agree that the trust created in favour of Microsoft (and its successors and assigns), as contemplated above, being coupled with an interest, may not be revised or revoked without the prior written consent of Microsoft (or such successors or assigns, as the case may be).

Authorized Retailer Terms and Conditions for POSA-Enabled Products/Gift Cards

Authorized Retailers' sale of Microsoft Corporation's POSA Enabled Products/Gift Cards is subject and based on the following terms and conditions.

(a) Authorized Retailer:

- i. Will comply with the requirements for activating Cards for POSA-Enabled Product or Gift Card for End Users as set forth by InComm and Microsoft;
- ii. Will distribute only those Cards for POSA-Enabled Products or Gift Cards that are valid in the region corresponding to an End User's location;
- iii. Will develop a process whereby any POSA-Enabled Product Cards/Gift Cards sold online are activated via the POSA System before being sent to End Users;
- iv. Will make commercially reasonable efforts to prevent incidental point-of-sales systems malfunctions;
- v. Will solely merchandise Cards for POSA Enabled Products or Gift Cards on their retail floors and not under any type of security measure (for example, in a locked cabinet);
- vi. Will request activation from Microsoft of POSA-Enabled Products/Gift Cards purchased by End Users by scanning Cards/Gift Cards at the point of sale;
- vii. Will destroy or discard all Cards for POSA Enabled Products or Gift Cards, and not re-merchandise any POSA- Enabled Product Cards or Gift Cards that have been previously activated;
- viii. Will store, handle and dispose of damaged or otherwise non-saleable POSA-Enabled Product Cards/Gift Cards in accordance with these Microsoft Minimum Authorized Retailer Terms and Conditions for POSA- Enabled Products/Gift Cards;
- ix. Will make customer service information available to its personnel to assist in resolving customer disputes or addressing customer questions or problems relating to the Cards, Codes and POSA- Enabled Products/Gift Cards, as applicable;
- x. Will comply with all such required changes including, but not limited to, POSA-Enabled Product Card/Gift Card forecasting, street dates, inventory levels, and floor space commitments as agreed upon by InComm and Microsoft;
- xi. Will comply with all reporting requirements provided by InComm to Authorized Retailer that are necessary for InComm to comply with its reporting obligations to Microsoft relating to the Cards, Codes and POSA-Enabled Products/Gift Cards, as applicable;
- xii. Will provide support to End Users on issues related to the Product purchase process and refer all End Users to Microsoft with questions about functionality, usage and operation of the POSA-Enabled Product/Gift Card. The specific End User support obligations for the Authorized Retailers are set forth in more detail on Exhibit A hereto;
- xiii. Will promptly notify Microsoft in writing of any suspected support issue that is the responsibility of Microsoft as set forth in Exhibit A;
- xiv. Will market and promote Cards for those POSA-Enabled Products or Gift Cards identified on the then-current Price List;
- xv. Will comply with the POSA Enabled Products Card/Gift Card Marketing Requirements set forth on Exhibit B attached hereto and any separate Microsoft marketing program in which Authorized Retailer elects to participate in connection with the marketing of Cards for POSA Enabled Products or Gift Cards, including any street date rules, minimum advertised price obligations, and procedures described therein;
- xvi. Will ensure that full packaged product ("FPP") and Cards for POSA Enabled Product or Gift Cards be merchandised on the same product detail page when Microsoft offers an equivalent FPP SKU to the POSA Enabled Product/Gift Card SKU;

- xvii. Will comply with the following inventory guidelines:
 - o Use commercially reasonable efforts to maintain inventory of Cards for POSA-Enabled Products or Gift Cards at a near zero out-of-stock rate such that the Authorized Retailer does not run out of stock;
- xviii. Will make commercially reasonable efforts to comply with any other guidelines that InComm or Microsoft may provide regarding distribution of Cards for POSA-Enabled Products or Gift Cards;
- xix. Will comply at all times with these Microsoft Minimum Authorized Retailer Terms and Conditions for POSA-Enabled Products/Gift Cards, including the End User Support Requirements (attached as Exhibit A hereto), and the Marketing Requirements (attached as Exhibit B hereto); and
- xx. Acknowledges and agrees that neither InComm nor Microsoft will accept returns from Authorized Retailer or any End User of any Cards for POSA-Enabled Product or Gift Cards. If Authorized Retailer at its own expense elects to accept a return of a Card for a POSA-Enabled Product or Gift Card from any party, Authorized Retailer must inform such party that they are no longer entitled to use the POSA-Enabled Product Card/Gift Card. For purposes of clarification, this subsection (xx) shall not be deemed to limit InComm's or Authorized Retailer's rights with respect to the deactivations of Cards for POSA-Enabled Products or Gift Cards purchased by End User customers of Authorized Retailer that (A) have been activated by Authorized Retailer through Microsoft's POSA System, but (B) have not been redeemed by the End User (i.e. where the End User has not downloaded or unlocked the applicable Microsoft software), and (C) are returned to and deactivated by Authorized Retailer in accordance with these Microsoft Minimum Authorized Retailer Terms and Conditions for POSA Enabled Products/Gift Card.

(b) Authorized Retailer will not:

- i. distribute Cards for POSA-Enabled Products or Gift Cards with the Code visible or in opened packages;
- ii. re-merchandise any previously activated POSA-Enabled Product/Gift Card;
- iii. market or promote any Cards for POSA-Enabled Products or Gift Card for which Microsoft has notified InComm in writing that Microsoft is discontinuing, regardless of if they are on the Price List; or
- iv. sell any Cards for POSA-Enabled Product/Gift Card that have not been activated.

EXHIBIT A

End User Support Requirements for POSA Enabled Products

Authorized Retailers shall comply with the following process flow and requirements when Authorized Retailer (or Authorized Retailer's service provider) provides Cards for POSA-Enabled Products to End Users.

- End User purchases Cards for POSA-Enabled Product or POSA-Enabled Product installation service from Authorized Retailer or the Authorized Retailer's service provider.
- The Authorized Retailer (or its service provider) will access the POSA Card redemption website on the End User's behalf.
- For Microsoft Office products, the Authorized Retailer will scan the Card at the point of sale and will allow the End User to go online to the Microsoft redemption website to enter the requested information and exchange the Code. Then (a) End User will receive an email with the applicable Code, or (b) the Authorized Retailer will provide End Users with a Code. The End User can use the Code to access the POSA-Enabled Product.
- For Microsoft Xbox products, the Authorized Retailer will scan the Card at the point of sale, thus activating the Card and allowing the End User to activate the POSA-Enabled Product on his or her own. Authorized Retailers will not sell Cards to End Users that have not been activated.

Authorized Retailers will comply with the support requirements in the table below.

1. Agreement of understanding of Authorized Retailer supported and Microsoft supported scenarios.	Required
2. Customer support contact information for customer routing.	Required
3. Customer support scripts/knowledge base articles for review. Ensure Authorized Retailer is responding to customer issues properly.	Highly Recommended
4. Single point of contact or distribution list email for technical support.	Required/Highly Recommended to have single DL
5. URL or Friendly URL for Authorized Retailer's customer support page (if applicable).	Highly Recommended
6. Hours of support operation.	Required
7. Mutual agreement to post each other's support contact information on customer-facing websites.	Highly Recommended
8. SLAs - customer responses.	Required
9. SLAs - between ops/technical groups.	Required

End User Support Requirements for Gift Cards

Authorized Retailer will scan or swipe the Gift Card at the point of sale, thus activating the Gift Card and allowing the End User to redeem the Gift Card through the End User’s Microsoft account on its own. Except in those cases where the sale occurs while InComm and /or Authorized Retailer are in “Store and Forward Mode” (i.e., where a Gift Card is not technically able to be activated at the time of sale (and such inability is beyond the reasonable control of InComm and/or Authorized Retailer), but is able to be activated within a reasonable period following the sale), Authorized Retailer will not sell Gift Cards to End Users that have not been Activated.

Authorized Retailers will comply with the support requirements in the table below.

1. Agreement of understanding of Authorized Retailer supported and Microsoft supported scenarios.	Required
2. Customer support contact information for customer routing.	Required
3. Customer support scripts/knowledge base articles for review. Ensure Authorized Retailer is responding to customer issues properly.	Highly Recommended
4. Single point of contact or distribution list email for technical support.	Required/Highly Recommended to have single DL
5. URL or Friendly URL for Authorized Retailer's customer support page (if applicable).	Highly Recommended
6. Hours of support operation.	Required
7. Mutual agreement to post each other’s support contact information on customer-facing websites.	Highly Recommended
8. SLAs - customer responses.	Required
9. SLAs - between ops/technical groups.	Required

EXHIBIT B

Marketing Requirements for POSA Enabled Products

The applicable marketing requirements must be included in the Microsoft Minimum Authorized Retailer Terms and Conditions for POSA-Enabled Products for each Authorized Retailer which offers POSA-Enabled Products.

1. Key Performance Indicators (“KPI”).

Authorized Retailer will comply with the KPIs below for POSA-Enabled Products:

	Assortment/POP	Marketing	Training	Inventory
Office	<p>PC Aisle Assortment/POP: One OHS & one OHB PKC approved PDQ tray assorted on each table in every store in the PC aisle. 70% compliance threshold.</p> <p>Authorized Retailer Assortment: OHS PKC, OHB PKC assortment in approved display pieces.</p>	<p>Circular Presence: Placement of OHS and OHB in 100% of ads.</p> <p>Messaging: Preloaded PC, Starter, PKC and POSA messaging compliant</p>	<p>RSP Training: Mandatory RSP training for PC and SW aisle RSPs with agreed upon training plan</p>	<p>Inventory Levels: Maintain agreed supply of inventory in distribution centers and Retail Stores</p>
WAU	<p>PC Aisle Assortment/POP: PC aisle placement for at least one WAU SKU on each table in every store in the PC aisle. 70% compliance threshold.</p> <p>Authorized Retailer Assortment: WAU assortment</p> <p>SW Aisle Assortment/POP: Inline shelf placement for all WAU SKUs</p>	<p>Online: 1 click POSA add to cart on PC product detail page and relationship marketing for post PC purchase sales.</p>	<p>RSP Training: Mandatory RSP training for PC and SW aisle RSPs for both WAU product and POSA with agreed upon training plan</p>	<p>Inventory Levels: Maintain agreed supply of inventory in distribution centers and Retail Stores</p>
Other POSA-Enabled Products TBC	<p>SW/Accessories Aisle: Assortment in software section as a minimum</p>		<p>RSP Training: Mandatory RSP training based on agreed upon training plan</p>	<p>Inventory Levels: Maintain agreed supply of inventory in distribution centers and Retail Stores</p>

2. Other Obligations.

Authorized Retailer shall merchandise POSA-Enabled Products on the retail floor and not under any type of security measure (for example, in a locked cabinet). Other obligations, including but not limited to, POSA Product forecasting, street date rules, inventory levels, floor space and web

display commitments, shall be set forth in separate documentation provided by InComm in order to comply with Microsoft's requirements.

3. Marketing. Authorized Retailer will execute to the following standards:

Office POSA Execution includes:

- Assort H&S and H&B in the Software and PC Aisle (completely replace PKC microcase);
- Train store personnel on how to merchandise, activate, and deactivate; and
- Call out what POSA is with POSA specific POS messaging, internet requirements, and how it works.

Indirect Xbox LIVE POSA Execution includes:
Product:
- Leverage POSA to replace FPP cards with in-store mix target of 75%+ for POSA (or POSA + ESD)
- Authorized Retailer to use commercially reasonable efforts to remove all discontinued SKUs and properly assort new SKUs during scheduled resets.
Placement:
- Priority #1: Xbox LIVE In-line Sections, if available.
- Priority #2: POSA Gaming and/or Gift Card Sections.
People:
- RSPs trained on how to merchandise, activate, and deactivate POSA Cards.
- Authorized Retailer Customer Service to address all issues regarding activation of POSA Cards to customer.
- Authorized Retailer Customer Service to refer customer to Xbox LIVE Customer Service if retailer is unable to assist customer with code redemption support

Gift Card Marketing Requirements

The following marketing requirements apply solely with respect to Gift Cards.

Xbox-branded Gift Cards:

Product:	Prevent concurrent sale or distribution of Xbox points SKUs and Gift Cards; and promptly remove discontinued Xbox points SKUs and properly assort new Gift Card SKUs during scheduled resets.
Placement:	InComm will advise Authorized Retailer placement based on planograms mutually agreed upon by InComm and Microsoft. Approval of placement is at Authorized Retailer's discretion.

Windows-branded Gift Cards:

Product:	InComm will advise Authorized Retailer of assortment of at least one (1) Windows-branded SKU/denomination in a priority in-store merchandising location mutually agreed upon by InComm and Microsoft. Approval of such assortment is at Authorized Retailer's discretion.
Placement:	InComm will advise Authorized Retailer placement based on planograms mutually agreed upon by InComm and Microsoft. Approval of placement is at Authorized Retailer's discretion.

For Reference Purposes Glossary of Terms

“Associated Packaging Material” or **“APM”** means the text and graphics to be included on or associated with a Card and packaging for the Card.

“Business Day” means any day, other than a Saturday or Sunday, on which the Toronto Dominion Bank in Toronto, Ontario is open for commercial banking business during normal banking hours.

“Card(s)” means the physical card manufactured and printed for each POSA-Enabled Product that includes Codes and redemption instructions necessary for the End User to unlock the POSA-Enabled Product. For clarity, “Cards” are deemed a component of Products as defined in the Master Agreement.

“Code(s)” means the alphanumeric key code that unlocks the POSA-Enabled Product. For clarity, “Codes” are deemed a component of Products as defined in the Master Agreement.

“Confidential Information” means non-public information, know-how and trade secrets in any form of a party (“Disclosing Party”) which is received by the other party (“Receiving Party”), that: (A) is designated as being confidential; or (B) a reasonable person knows or reasonably should understand to be confidential. Examples of Confidential Information include, without limitation, information relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party products, and the Disclosing Party’s business policies or practices. Confidential Information shall not include any information, however designated, that: (1) is or becomes publicly available without a breach of this Agreement; (2) was lawfully known to the Receiving Party without an obligation to keep it confidential; (3) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; (4) is independently developed by the Receiving Party; or (5) is Feedback (suggestions, comments or other feedback provided by the Receiving Party). The term “Disclosing Party” includes all Affiliates of the Disclosing Party and the term “Receiving Party” includes all Affiliates of the Receiving Party.

“Currency Stored Value” or **“CSV”** means value, denominated in local currency, which is unlocked through association with an End User’s Microsoft account, and can be used by the End User to purchase goods and services offered at select stores and online properties. As of the Effective Date, CSV may be used only at select Microsoft-branded stores and online properties.

“Distribution Appendix” means an appendix to the Master Agreement that is signed by InComm and Microsoft that contains specific terms and conditions applicable to a specific Product Delivery Solution. Microsoft and InComm may add additional Distribution Appendices to the Master Agreement from time to time as InComm is authorized to distribute Products through additional Product Delivery Solutions.

“End User License Agreement” or **“EULA”** means the end user license agreement that is included with the Product that governs the use of the Product by End Users.

“End User” means an individual who obtains a Product from an Authorized Retailer for use rather than for resale or distribution.

“Gift Cards” means the Microsoft branded physical POSA CSV cards that (i) are identified by a specific stock-keeping unit (SKU) number on the then-current Price List; (ii) are made available to an Authorized Retailer for distribution and marketing under this POSA Gift Card Addendum; (iii) an End User purchases from an Authorized Retailer; and (iv) include the Codes and redemption instructions necessary for the End User to

associate CSV with the End User's Microsoft account. For clarity, "Gift Cards" are deemed a component of Products as defined in the Master Agreement and include any related Associated Packaging Material.

"Marketing Materials" means any Marketing Materials provided by Microsoft to InComm to facilitate the sale of Products, including but not limited to Digital Media Assets, video trailers, Product descriptions, Product demos or promotional text.

"Master Agreement" means the master digital distribution agreement between Microsoft and InComm.

"POSA-Enabled Product" means any Microsoft Point of Sale Activation product or software that is: (i) provided by Microsoft through acceptance of a Card that the End User purchases from an Authorized Retailer; (ii) identified by a specific stock-keeping unit ("SKU") number on the Price List; and (iii) made available to an Authorized Retailer for distribution and marketing under this POSA Appendix. For purposes of this POSA Appendix, "POSA-Enabled Product" includes any related Associated Packaging Material.

"POSA System" means Microsoft's POSA System.

"Price List" means the designated price list and/or offer catalog (or portion thereof) which Microsoft makes available to InComm that describes the Products that InComm may resell or distribute to Authorized Retailers in the Territory through a Product Delivery Solution, as updated by Microsoft from time to time.

"Product Delivery Solution" means the proprietary transmission methods used by Microsoft to allow Microsoft to digitally deliver to InComm, in whole or in part, a Product for redistribution to Authorized Retailers, as authorized and detailed in the applicable Distribution Appendix.

"Territory" means Canada.

Notice regarding Gift Cards

Unless otherwise required by applicable law, any sales, use or other comparable taxes due that are due under applicable law on a Gift Card will be collected by Microsoft upon the redemption of such Gift Card by the End User. For the avoidance of doubt, the foregoing is in no way intended to be treated as tax advice from either InComm or Microsoft.

InComm shall no longer offer for sale, distribute or ship any Xbox points SKUs to a given Authorized Retailer after the scheduled planogram reset for such Authorized Retailer. InComm and Microsoft will turn off Xbox points token activation capabilities on February 1, 2014.