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- 1. Customer (or Licensee) shall not use the Microsoft Kinect component with any program where failure or fault of any kind of the Microsoft Kinect component could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft navigation and control of other modes of human mass transportation, nuclear or chemical facilities.
- 2. When using the Licensed Programs with a Kinect for Windows v2 Sensor, Microsoft will collect telemetry data (e.g. operating system, number of processors, graphic chipset, memory, device type, locale, time) in order to improve Microsoft products and services. The data will not be used to identify specific individuals.

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The Support Services provided by DS under the Agreement are not applicable to open source components listed hereunder:

<u>nodeJS</u>

