ADDITIONAL LICENSING PROVISIONS FOR

MICROSOFT® WINDOWS® XP EMBEDDED FOR POINT OF SERVICE DEVICES RUNTIME LICENSES

Licensed Product Name and Version	Applicable Additional Licensing Provisions
Microsoft® Windows® Embedded for Point of Service 1.0	(1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (16), (17)
Microsoft® Windows® Embedded for Point of Service 1.0, TECHNOLOGY UPGRADE GUARANTEE	(1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), (16), (17)
Microsoft® Windows® Embedded for Point of Service 1.0, UPGRADE	(1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (15), (16), (17)

The following Additional Licensing Provisions apply to the Licensed Product(s) as indicated above and are in addition to terms of COMPANY's Microsoft OEM Customer License Agreement for Embedded Systems ("Agreement"). Capitalized terms used below and not otherwise defined have the meaning set forth in the General Terms and Conditions of the Agreement. These applicable Additional Licensing Provisions shall supersede any inconsistent terms contained in the General Terms and Conditions of the Agreement.

1. In order to obtain Microsoft Windows XP Embedded for Point of Service runtime licenses, COMPANY must have a valid, current Agreement.

2. For purposes of this Licensed Product, the license grant in Section 2(a) of the Agreement shall include the right to use the information, tools and materials contained in the Licensed Product Deliverables as described therein and solely for the following, and no other, purposes;

(a) to perform internal testing of Embedded Systems, only on COMPANY premises by COMPANY employees, or individuals under COMPANY's direct supervision and control who are engaged to perform such services pursuant to a contract that includes appropriate non-disclosure and other covenants sufficient to satisfy COMPANY obligations under the Agreement; and

(b) to install the Licensed Product software on Embedded Systems, only on COMPANY premises by COMPANY employees, or individuals under COMPANY's direct supervision and control who are engaged to perform such services pursuant to a contract that includes appropriate non-disclosure and other covenants sufficient to satisfy COMPANY obligations under the Agreement, and provided, that COMPANY shall (i) preinstall the Licensed Product software solely in accordance with the installation instructions set forth in the Licensed Product Deliverables; and (ii) make no changes or deletions to the Licensed Product unless expressly permitted in the Agreement or in the Licensed Product Deliverables.

3. COMPANY may install and use the Licensed Product to develop and test prototype operating system images for Embedded Systems. COMPANY may install such test images onto prototype development systems using the test product key included in the Licensed Product Deliverables. Any images installed with the test product key will not function for more than one hundred twenty (120) days following the first instance in which COMPANY boots an image on the prototype development system. COMPANY must use the Runtime Key (as defined in this Product and Royalty Schedule) to install Images which are not time-sensitive.

4. The "Runtime Key" means a series of characters which serves to identify the Licensed Product and which COMPANY obtains from the APM for this Licensed Product. The Runtime Key may be provided separately from the COA for this Licensed Product. COMPANY shall ensure that the Runtime Key is placed in the registry of the Image in accordance with the installation instructions set forth in the Licensed Product Deliverables and is copied, unaltered and intact, into the Image of the applicable Embedded System.

5. If an Embedded System includes terminal services protocols (such as Remote Desktop Protocol, Remote Assistance or Independent Computer Architecture) to enable the Embedded System to connect to and to access applications running on a server, COMPANY shall comply with the requirement that, and advise its end users that, no Office Automation and Personal Computing Functions may run locally on the Embedded System, except for network/Internet browsing functionality.

6. Provided that the Embedded System continues to comply with the Embedded Systems definition set forth in the Agreement, COMPANY may permit a maximum of ten (10) computers or other electronic devices to connect via Server Message Block (SMB) to the Embedded System to utilize one or more of the following services of the SOFTWARE: (a) file services, print services, (b) Internet information services and/or (c) remote access (including connection sharing). The ten connection maximum includes any indirect connections made through "multiplexing" or other software or hardware which pools or aggregates connections. This ten connection maximum does not apply to other uses of the SOFTWARE. Unlimited simultaneous inbound connections are permitted via TCP/IP. For additional information about this requirement, please refer to the white paper titled "Comparing TCP and SMB Connections for Windows XP Embedded-Based Devices" at the following URL: http://go.microsoft.com/fwlink/?LinkId=42037.

7. COMPANY may include in the Image, and distribute in accordance with the terms of the Agreement, any file contained in the "Prerelease" folder located in the file directory under \VALUEADD\MSFT, provided, however, that neither MSCORP nor MS shall be obligated to provide support for the files in such "Prerelease" folder.

8. Notwithstanding anything to the contrary in the Agreement, if the Embedded System is designed to enable the Remote Boot feature, COMPANY is not required to install the Licensed Product on the Embedded System, provided that:

(a) COMPANY shall distribute the Image and the Remote Boot Installation Service on separate media together with the Embedded System directly to a licensed end user of the Embedded System;

(b) COMPANY shall replace the existing online EULA included as part of the Remote Boot Installation Service with an online EULA that complies with the Agreement and the Additional Licensing Provision regarding end user license terms herein. For additional information about this requirement, please refer to the topic titled "Updating the EULA for an MSI Runtime Image" located in the "Windows Embedded Developer Center" at the following URL: http://msdn.microsoft.com/library/default.asp?url=/library/en-us/remboot/html/xpconUpdatingEULAForMSIRun-TimeImage.asp?frame=true;

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(c) COMPANY shall configure the Image to ensure that it executes solely on the applicable Embedded System;

(d) COMPANY shall clearly specify that the licensed end user (i) may install one (1) copy of the Image onto its server solely for the purpose of running the Image on the end user's Embedded Systems, (ii) may download the Image over its internal network only onto Embedded Systems, and (iii) may use the Remote Boot Installation Service only for deployment of the Image to Embedded Systems as part of the Remote Boot process; and

(e) The Image and the Remote Boot Installation Service shall be maintained by the licensed end user on the original media solely for use as archival copies for recovery purposes of the Embedded System.

9. COMPANY may use the Microsoft ® Windows® Pre-installation Environment component ("WinPE Component") located in the Licensed Product's I386 directories on the Licensed Product Deliverables media only for COMPANY's internal use and solely for purposes of installing the Licensed Product on point of service Embedded Systems. COMPANY shall advise its end users of the restrictions on use of the WinPE Component that are described in this Additional Licensing Provision. For the purposes of this Additional Licensing Provision, COMPANY may the use the WinPE component and the set-up components included in the Licensed Product Deliverables to modify the Licensed Product to do the following in connection with installation, as described in the Licensed Product Deliverables:

(a) install device drivers for known device classes that are not supported by the WinPE Component and/or the set-up components included in the Licensed Product; and

(b) add unattended.xml and/or driverinstall.xml files to the setup folder of the Licensed Product and the files referred to in unattended.xml and/or driverinstall.xml files to enable unattended mode set up of the Licensed Product.

In addition, if COMPANY has a separate and valid license with MS to use and distribute another version of the Microsoft® Windows® Pre-installation Environment ("WinPE") then COMPANY may use and distribute WinPE in connection with Images in accordance with the terms of the WinPE license applicable to that version.

10. MS may provide instructions ("Support Software Instructions") to COMPANY for use of the Licensed Product to create an Image that facilitates installation of third party systems utilities, resource management or similar software, including, without limitation, anti-virus software (collectively, the "Support Software") by end users on Embedded Systems running the Licensed Product. Notwithstanding anything in the Agreement or these Additional Licensing Provisions to the contrary, COMPANY may enable its end users to install Support Software on Embedded Systems solely for the purpose of administration, performance enhancement and/or preventive maintenance of the Embedded System. COMPANY acknowledges and agrees:

(a) MS is not responsible for the following:

(i) testing Embedded Systems to ensure that the Support Software is suitable for the Embedded Systems; or

(ii) providing technical support, if any, in connection with the installation or use of Support Software on the Embedded System.

(b) The Support Software Instructions are provided "AS IS" and neither MS, MSCORP nor any of their affiliates are providing any warranty regarding the content, usability, accuracy or completeness of the Support Software Instructions.

11. (a) For the purposes of this Additional Licensing Provision, the following terms are defined as follows:

(i) "WUA Component" means the Windows Update Agent ("WUA") client component that activates WUA functionality in Images. The WUA Component is included in the Licensed Product Deliverables and may also be known as "Software Update Services" ("SUS");

(ii) "Windows Updates" are the updates made available for the Licensed Product located on the MSCORP Windows Update server or corporate end user server, as configured by COMPANY; and

(iii) "SUS Server Component" means the Microsoft® Software Update Services server component, Version 1.0, or the successors thereto.

(b) The Licensed Product Deliverables contain a WUA Component which enables the Embedded System to connect to and access Windows Updates either directly or through an end user's server installed with the SUS Server Component. COMPANY acknowledges and agrees that client access license(s) may be required for the Embedded System to connect through a server installed with the SUS Server Component to Windows Update. For additional information, end users should consult the end user license agreement(s) for the applicable server operating system product and the SUS Server Component.

12. Notwithstanding anything in the Agreement to the contrary, COMPANY is not required to distribute an Embedded Application as part of the Image that includes the Licensed Product. However, this Licensed Product may only be distributed with Embedded Systems that meet the following definition of a Retail Point of Service System. A "Retail Point-of-Service System" or "RPOS" means an Embedded System that is designed for use solely with an RPOS Application. A "RPOS Application" means a software application, the sole functionality of which may be any of the following: (i) to process retail sales transactions, scan and track inventory, record and/or transmit customer information, and/or perform related retail store management functions; (ii) provide information about products available from the retailer directly to customers; (iii) provide gift registry information to customers; and/or (iv) process banking transactions.

13. Notwithstanding the prohibition in Section 2(a) of the Agreement on installation or utilization of software on the Embedded Systems that provides functionality in addition to the Embedded Application, COMPANY may enable its end users to install RPOS Applications (as defined in these Additional Licensing Provisions) on the Embedded System. In addition, COMPANY may enable its end users to install Viewers (as defined below) to support use of the RPOS Application provided that the end user is separately and validly licensed to use such Viewers. For purposes of this provision, a "Viewer" is a utility program that allows a user to view a file in its native format without providing the functionality to make file modifications. COMPANY acknowledges and agrees that MS is not responsible for (a) testing Embedded Systems to ensure that RPOS Applications are suitable for the Embedded Systems; or (b) providing technical support, if any, in connection with the installation or use of RPOS Applications on the Embedded System. COMPANY further acknowledges that certain Windows Updates (as defined in these Additional Licensing Provisions) may not be compatible or suitable for use with RPOS Applications and that, if the Windows

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Update installed on an Embedded System, a RPOS Application and/or the Windows Update may malfunction and/or cause harm to the Embedded System or persons or property. COMPANY agrees that MS is not responsible for determining the suitability of Windows Updates with RPOS Applications.

14. COMPANY may not license this Licensed Product unless (i) COMPANY has in effect a Microsoft OEM Customer License Agreement for Field Upgrades, and (ii) COMPANY has agreed to an amendment to such agreement reflecting the terms of the Technology Guarantee program for the Licensed Product, as provided by MS to COMPANY, COMPANY shall comply with the terms thereof, as so amended, with respect to all Images distributed with the Licensed Product.

15. COMPANY may not license this Licensed Product unless COMPANY has in effect a Microsoft OEM Customer License Agreement for Field Upgrades. Except as specifically provided in this Additional Provision, distribution of this Licensed Product shall be governed by the terms of the Microsoft OEM Customer License Agreement for Field Upgrades.

For purposes of this Additional Provision, the following definitions shall replace the Field Upgrade Schedule definitions currently in effect for COMPANY:

    (a) "Existing Image" means an Image containing Microsoft® Windows® XP Embedded.

    (b) "Field Embedded System" means Embedded Systems(s) which have been distributed by COMPANY to end users containing an Existing Image.

    (c) "Field Upgrade Image" means an Image including the Licensed Product that is distributed by COMPANY on external media to end users of Field Embedded Systems.

16. In addition to the rights set forth in the Agreement with respect to Recovery Images, Update Images and Supplemental Code, COMPANY may distribute Recovery Images, Update Images and/or Supplemental Code for this Licensed Product via COMPANY's website as a download in accordance with the terms and conditions of the Agreement and provided that the following conditions are satisfied:

    (a) COMPANY shall make Recovery Images, Update Images and/or Supplemental Code available only on the "customer support" section of its website;

    (b) COMPANY shall clearly state the purpose of the Recovery Images, Update Images and/or Supplemental Code, and the Embedded System with which end users may use the Recovery Images, Update Images and/or Supplemental Code;

    (c) COMPANY shall ensure that the end user must perform a "click accept" of the following statement prior to accessing a Recovery Image, Update Image or Supplemental Code: "This software is subject to the terms and conditions of the accompanying end user license agreement, and is provided only for use with, and for licensed end users of, the <Name and Model of the Embedded System>. Any other use of this software is strictly prohibited and may subject you to legal action."

    (d) COMPANY shall ensure that the commercially reasonable authentication process required by the Agreement prior to download includes authentication of the end user as well as authentication of the Embedded System.

17. In addition to the EULA terms set forth in Attachment A to the Agreement, COMPANY shall include the following EULA terms in the EULA for the Embedded Systems. If there is any inconsistency or duplication between the following EULA terms and the EULA terms set forth in Attachment A to the Agreement, then the terms below shall be used.

PRODUCT SPECIFIC TERMS:

•   **RESTRICTED FUNCTIONALITY**. You are licensed to use the SOFTWARE to provide only the limited functionality (specific tasks or processes) for which the DEVICE has been designed and marketed by [COMPANY]. This license specifically prohibits any other use of the SOFTWARE programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality on the DEVICE.

    (a) Notwithstanding the foregoing, you may install or enable on the DEVICE the following:

        (i)   systems utilities, resource management or similar software (including without limitation anti-virus software) (collectively, "Support Software") solely for the purpose of administration, performance enhancement and/or preventive maintenance of the DEVICE; and

        (ii)   software applications (each, an "RPOS Application"), the sole functionality of which may be any of the following: (A) to process retail sales transactions, scan and track inventory, record and/or transmit customer information, and/or perform related retail store management functions; (B) provide information about products available from the retailer directly to customers; (C) provide gift registry information to customers; and/or (D) process banking transactions.

    (b) You acknowledge and agree that with respect to any Support Software or RPOS Applications installed on the DEVICE: (i) the Support Software or RPOS Application may not be compatible with the SOFTWARE installed on your DEVICE; (ii) no warranty is provided by MS, Microsoft Corporation or their affiliates for any Support Software or RPOS Application that you may install on your DEVICE; and (iii) neither MS, Microsoft Corporation nor their affiliates is responsible for technical support of any Support Software or RPOS Application you may install on your DEVICE. In addition, you acknowledge and accept that (i) certain updates to the SOFTWARE may not be suitable for installation on or use with Support Software or RPOS Applications; and (ii) if installed or attempted to be installed on your DEVICE, the update may not function on the DEVICE or may malfunction and/or cause harm to the DEVICE, to operators of the DEVICE or to other persons or property. If you install Support Software or a RPOS Application, you agree that neither MS, nor Microsoft Corporation nor their affiliates has any risk or liability with regard to any update to the SOFTWARE that you install or attempt to install on your DEVICE, notwithstanding any other agreement you may have with MS, Microsoft Corporation or their affiliates affecting the update. Please contact [COMPANY] if you have any questions regarding any Support Software or RPOS Application Software that you are considering installing on your DEVICE.

    (c)   The DEVICE may use terminal services protocols (such as Remote Desktop Protocol, Remote Assistance or Independent Computer Architecture) to connect or access Applications (as defined below) running on a server; however, these Applications may not run locally on the

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DEVICE. For purposes of this provision, "Applications" mean software that provides any of the following functionality: consumer or business tasks or processes performed by a computer or computing device, including email, word processing, spreadsheets, database, scheduling, or personal finance.

- **WIN PE COMPONENT.** You may use the Microsoft ® Windows® Pre-installation Environment component ("WinPE Component") located in the Software's I386 directories on the Software media only for your internal use and solely for purposes of installing the Software on point of service DEVICES. For purposes of this provision, you may the use the WinPE component and the set-up components included in the Software to modify the Software to do the following in connection with installation, as described in the Software documentation:

    (a) install device drivers for known device classes that are not supported by the WinPE Component and/or the set-up components included in the Software; and

    (b) add unattended.xml and/or driverinstall.xml files to the setup folder of the Software and the files referred to in unattended.xml and/or driverinstall.xml files to enable unattended mode set up of the Software.

- **DEVICE CONNECTIONS**. The SOFTWARE may not be used by more than two (2) processors at any one time on the DEVICE. Provided that the DEVICE continues to comply with the terms of the "Restricted Functionality" paragraph above, you may permit a maximum of ten (10) computers or other electronic devices to connect via Server Message Block (SMB) to the DEVICE to utilize one or more of the following services of the SOFTWARE: (a) file services, print services, (b) Internet information services and/or (c) remote access (including connection sharing). The ten connection maximum includes any indirect connections made through "multiplexing" or other software or hardware which pools or aggregates connections. This ten connection maximum does not apply to other uses of the SOFTWARE. Unlimited simultaneous inbound connections are permitted via TCP/IP.

- **CLIENT ACCESS LICENSES**. If you use the DEVICE to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows Server 2003), or use the DEVICE to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, you may be required to obtain a Client Access License for the DEVICE and/or each such workstation or computing device. Please refer to the end user license agreement for your Microsoft Windows Server product for additional information.

- **REMOTE DESKTOP FEATURES/REMOTE ASSISTANCE**. The SOFTWARE may contain Remote Assistance, and Remote Desktop technologies that enable the SOFTWARE or other applications installed on the DEVICE to be used remotely between two or more computing devices, even if the SOFTWARE or application is installed on only one DEVICE. Provided that the DEVICE continues to comply with the terms of the "Restricted Functionality" paragraph above, you may use Remote Assistance and Remote Desktop with all Microsoft products; provided however, use of these technologies with certain Microsoft products may require an additional license. For both Microsoft products and non-Microsoft products, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of Remote Assistance or Remote Desktop is permitted without an additional license.

- **REMOTE BOOT FEATURE.** Your DEVICE may be enabled with a Remote Boot feature which includes the Remote Boot Installation Service tool. You may (i) use the Remote Boot Installation Service tool to install one (1) copy of the SOFTWARE onto your server solely for the purpose of deploying the SOFTWARE to one or more DEVICEs on which you are licensed to run the SOFTWARE (i.e. DEVICEs to which the appropriate Certificate of Authenticity is affixed); (ii) download the SOFTWARE over your internal network only onto such licensed DEVICEs; and (iii) use the Remote Boot Installation Service only for deployment of the SOFTWARE to licensed DEVICEs as part of the Remote Boot process. Please refer to the DEVICE documentation, if provided with your DEVICE, or contact *[COMPANY]* for additional information.

- **AUTOMATIC INTERNET-BASED SERVICES**. The SOFTWARE features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not use these features to collect any information that will be used to identify you or contact you. For more information about these features, please see the privacy statement at http://go.microsoft.com/fwlink/?LinkId=37674.

    - *Windows Update Features*. If you connect hardware to your DEVICE, it may not have the drivers needed to communicate with that hardware. The Software's update feature may be able to obtain the correct drivers from Microsoft and install them on your DEVICE. You can switch this update feature off.

    - *Web Content Features.* Under the SOFTWARE's default configuration, if you are connected to the Internet, some SOFTWARE features may be enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your DEVICE to the Microsoft computer system so that the content can be viewed properly from your DEVICE. These features only operate when you activate them, and you may choose to switch them off or not use them.

    - *Digital Certificates*. The SOFTWARE uses digital certificates based on the x.509 standard. These digital certificates confirm the identity of Internet users sending x.509 standard encrypted information. The SOFTWARE retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

    - *Auto Root Update*. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

    - *Windows Media Player*. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your DEVICE does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

    - *Windows Media Digital Rights Management*. Content providers are using the digital rights management technology for Windows Media contained in this SOFTWARE ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this SOFTWARE and third party applications such as

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media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your DEVICE whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your DEVICE on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this SOFTWARE ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your DEVICE.

- **WINDOWS UPDATE AGENT (ALSO KNOWN AS SOFTWARE UPDATE SERVICES)**. The SOFTWARE includes Windows Update Agent ("WUA") (also known as Software Update Services) functionality that may enable your DEVICE to connect to and access updates ("Windows Updates") from a server installed with the required server component. Without limiting any other disclaimer in this EULA, or any EULA accompanying a Windows Update, you acknowledge and agree that no warranty is provided by MS, Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your DEVICE.

- **NOTICES REGARDING THE MPEG-4 VISUAL STANDARD.** The SOFTWARE may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. For this technology, MPEG LA, L.L.C. requires this notice:

  USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

  If you have questions regarding this notice, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; Telephone 303 331.1880; FAX 303 331.1879; www.mpegla.com.

GENERAL TERMS:

- **PRODUCT SUPPORT**. Product support for the SOFTWARE is not provided by MS, Microsoft Corporation, or their affiliates. For product support, please refer to [COMPANY] support number provided in the documentation for the DEVICE. Should you have any questions concerning this EULA, or if you desire to contact [COMPANY] for any other reason, please refer to the address provided in the documentation for the DEVICE.

- **END USER PROOF OF LICENSE.** If you acquired the SOFTWARE installed on the DEVICE, or on a compact disc or other media, a genuine Microsoft "Proof of License"/Certificate of Authenticity label with a genuine copy of the SOFTWARE identifies a licensed copy of the SOFTWARE. To be valid, the label must be affixed to the DEVICE, or appear on [COMPANY'S] software packaging. If you receive the label separately other than from the [COMPANY,] it is invalid. You should keep the label on the DEVICE or packaging to prove that you are licensed to use the SOFTWARE. This End User License Agreement ("EULA") is valid and grants the end-user rights ONLY if the SOFTWARE is genuine and a genuine Certificate of Authenticity for the SOFTWARE is included. For more information on identifying whether your SOFTWARE is genuine, please see http://www.microsoft.com/piracy/howtotell.

- **BACKUP COPY**. You may make one (1) backup copy of the SOFTWARE. You may use this backup copy solely for your archival purposes and to reinstall the SOFTWARE on the DEVICE. Except as expressly provided in this EULA or by local law, you may not otherwise make copies of the SOFTWARE, including the printed materials accompanying the SOFTWARE. You may not loan, rent, lend or otherwise transfer the backup copy to another user.

- **RESTRICTED USE**. The SOFTWARE is not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which a malfunction of the SOFTWARE would result in foreseeable risk of injury or death to the operator of the device or system, or to others.

- **NO RENTAL/COMMERCIAL HOSTING**. You may not rent, lease, lend or provide commercial hosting services with the SOFTWARE to others.

- **SEPARATION OF COMPONENTS**. The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one device computer.

- **CONSENT TO USE OF DATA**. You agree that MS, Microsoft Corporation and their affiliates may collect and use technical information gathered in any manner as part of product support services related to the SOFTWARE. MS, Microsoft Corporation and their affiliates may use this information solely to improve their products or to provide customized services or technologies to you. MS, Microsoft Corporation and their affiliates may disclose this information to others, but not in a form that personally identifies you.

- **TRADEMARKS.** This EULA does not grant you any rights in connection with any trademarks or service marks of COMPANY, MS or its suppliers (including Microsoft Corporation).

- **LINKS TO THIRD PARTY SITES.** You may link to third party sites through the use of the SOFTWARE. The third party sites are not under the control of MS, Microsoft Corporation or their affiliates. Neither MS nor Microsoft Corporation are responsible for contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites, or any changes or updates to third party sites. MS or Microsoft Corporation is not responsible for webcasting or any other form of transmission received from any third party sites. MS or Microsoft Corporation are providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by MS or Microsoft Corporation of the third party site.

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- **ADDITIONAL SOFTWARE/SERVICES**. This EULA applies to updates, supplements, product support services, or Internet-based services components ("Supplemental Components"), of the SOFTWARE that you may obtain from [COMPANY], MS, Microsoft Corporation or their subsidiaries after the date you obtain your initial copy of the SOFTWARE, unless you accept updated terms or another agreement governs. If other terms are not provided along with such Supplemental Components and the Supplemental Components are provided to you by MS, Microsoft Corporation or their subsidiaries then you will be licensed by such entity under the same terms and conditions of this EULA, except that (i) MS, Microsoft Corporation or their subsidiaries providing the Supplemental Components will be the licensor with respect to such Supplemental Components in lieu of the "COMPANY" for the purposes of the EULA, and (ii) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLEMENTAL COMPONENTS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SUPPLEMENTAL COMPONENTS ARE PROVIDED AS IS AND WITH ALL FAULTS. **ALL OTHER DISCLAIMERS, LIMITATION OF DAMAGES, AND SPECIAL PROVISIONS PROVIDED HEREIN AND/OR OTHERWISE WITH THE SOFTWARE SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS.** MS, Microsoft Corporation or their subsidiaries reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE.

- **RECOVERY MEDIA**. If SOFTWARE is provided by [COMPANY] on separate media and labeled "Recovery Media" you may use the Recovery Media solely to restore or reinstall the SOFTWARE originally installed on the DEVICE.

- **TERMINATION**. Without prejudice to any other rights, [COMPANY] or MS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

- **NOTICE REGARDING SECURITY**. To help protect against breaches of security and malicious software, periodically back up your data and system information, use security features such as firewalls, and install and use security updates.

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