

**ADDITIONAL TERMS
FOR RUNTIME LICENSES FOR:**

Product Name and Version	Applicable Additional Terms
Microsoft® Windows® CE Operating System for Embedded Systems, Version 3.0 with Add-on Pack Runtime	(1), (3), (4), (5), (14), (16), (21), (22), (25), (28), (41)
Microsoft® Windows® CE Operating System for Embedded Systems, Professional Version 3.0 with Add-on Pack Runtime	(1), (3), (4), (6), (14), (16), (21), (22), (25), (28), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Version 4.0 Runtime	(1), (3), (4), (7), (14), (16), (17), (20), (29), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Version 4.0 Runtime	(1), (3), (4), (8), (14), (16), (17), (29), (37), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Version 4.1 Runtime	(1), (3), (4), (9), (14), (16), (18), (19), (30), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Version 4.1 Runtime	(1), (3), (4), (10), (14), (16), (18), (19), (30), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Plus Version 4.1 Runtime	(1), (3), (4), (11), (14), (16), (18), (19), (30), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Core Version 4.2 Runtime	(1), (3), (4), (14), (15), (16), (19), (26), (31), (41)
Microsoft® Windows® CE .NET Core Version 4.2 Field Upgrade	(1), (2), (3), (4), (14), (15), (16), (19), (26), (31), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional version 4.2 Runtime	(1), (3), (4), (12), (14), (15), (16), (19), (31), (41)
Microsoft® Windows® CE .NET Professional Version 4.2 Field Upgrade	(1), (2), (3), (4), (12), (14), (15), (16), (19), (31), (41)
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Plus Version 4.2 Runtime	(1), (3), (4), (13), (14), (15), (16), (19), (31), (41)
Microsoft® Windows® CE .NET Professional Plus Version 4.2 Field Upgrade	(1), (2), (3), (4), (13), (14), (15), (16), (19), (31), (41)
Microsoft® Windows® CE Operating System For Embedded Systems, Core Version 5.0 Runtime	(1), (3), (4), (14), (15), (16), (23), (26), (32), (41), (43), (47), (51)
Microsoft® Windows® CE Core Version 5.0 Field Upgrade	(1), (2), (3), (4), (14), (15), (16), (23), (26), (32), (41), (43), (47), (51)
Microsoft® Windows® CE Operating System For Embedded Systems, Core PLUS Version 5.0 Runtime	(1), (3), (4), (14), (15), (16), (23), (26), (32), (41), (43), (47), (51)
Microsoft® Windows® CE Operating System For Embedded Systems, Professional Version 5.0 Runtime	(1), (3), (4), (12), (14), (15), (16), (23), (26), (32), (41), (43), (45), (46), (47), (49), (50), (51), (52)
Microsoft® Windows® CE Professional Version 5.0 Field Upgrade	(1), (2), (3), (4), (12), (14), (15), (16), (23), (26), (32), (41), (43), (45), (46), (47), (49), (50), (51), (52)
Microsoft® Windows® CE Operating System For Embedded Systems, Professional Plus Version 5.0 Runtime	(1), (3), (4), (13), (14), (15), (16), (23), (32), (41), (43), (45), (46), (47), (49), (50), (51), (52)
Microsoft® Windows® CE Professional Plus Version 5.0 Field Upgrade	(1), (2), (3), (4), (13), (14), (15), (16), (23), (32), (41), (43), (45), (46), (47), (49), (50), (51), (52)
Windows® Embedded NavReady™ (C5C) Runtime (ESD)	(1), (3), (4), (14), (15), (16), (23), (24), (26), (32), (40), (41), (43), (47), (51)
Windows® Embedded NavReady™ (C5F) Runtime (ESD)	(1), (3), (4), (14), (15), (16), (23), (24), (26), (32), (41), (43), (47), (51)
Windows® CE 5.0 (C5G) (ESD)	(1), (3), (4), (14), (15), (16), (23), (26), (32), (41), (42), (43), (44), (46), (47), (50), (51), (52)
Windows® Embedded CE 6.0 Core Runtime (ESD)	(1), (3), (4), (14), (15), (16), (23), (26), (27), (33), (41), (43), (47), (51)
Windows® Embedded CE 6.0 Core Field Upgrade (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (26), (27), (33), (41), (43), (47), (51)
Windows® Embedded CE 6.0 Core PLUS Runtime (ESD)	(1), (3), (4), (14), (15), (16), (23), (26), (27), (33), (41), (43), (47), (51)
Windows® Embedded CE 6.0 Core PLUS Field Upgrade (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (26), (27), (33), (41), (43), (47), (51)
Windows® Embedded CE 6.0 Professional Runtime (ESD)	(1), (3), (4), (14), (15), (16), (23), (33), (36), (41), (43), (45), (46), (47), (48), (49), (50), (51), (52)
Windows® Embedded CE 6.0 Professional Field Upgrade (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (33), (36), (41), (43), (45), (46), (47), (48), (49), (50), (51), (52)
Windows® Embedded CE 6.0 for Networked Projectors (ESD)	(1), (3), (4), (14), (15), (16), (23), (26), (27), (33), (35), (41), (43), (47), (51)

Windows® Embedded CE (C6G) (ESD)	(1), (3), (4), (14), (15), (16), (23), (26), (27), (33), (41), (42), (43), (44), (46), (47), (48), (49), (50), (51), (52)
Windows® Embedded Compact 7 Runtime (C7E) (ESD)	(1), (3), (4), (14), (15), (16), (23), (27), (34), (39), (41), (43), (47), (51), (53)
Windows® Embedded Compact 7 Runtime Field Upgrade (C7E) (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (27), (34) (39), (41), (43), (47), (51), (53)
Windows® Embedded Compact 7 Runtime (C7P) (ESD)	(1), (3), (4), (14), (15), (16), (23), (34), (36), (38), (39), (41), (43), (45), (46), (47), (49), (50), (51), (52)
Windows® Embedded Compact 7 Runtime Field Upgrade (C7P) (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (34), (36), (38), (39), (41), (43), (45), (46), (47), (49), ((50), (51), (52)
Windows® Embedded Compact 7 Runtime (C7G) (ESD)	(1), (3), (4), (14), (15), (16), (23), (27), (34), (38), (39), (41), (42), (43), (44), (46), (47), (49), (50), (51), (52), (53)
Windows® Embedded Compact 7 Runtime Field Upgrade (C7G) (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (27), (34), (38), (39), (41), (42), (43), (44), (46), (47), (49), (50), (51), (52), (53)
Windows® Embedded Compact 7 Runtime (C7NR) (ESD)	(1), (3), (4), (14), (15), (16), (23), (24), (27) (34), (41), (43), (47), (51), (53)
Windows® Embedded Compact 7 Runtime Field Upgrade (C7NR) (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (24), (27) (34), (41), (43), (47), (51), (53)
Windows® Embedded Compact 7 Runtime (C7K) (ESD)	(1), (3), (4), (14), (15), (16), (23), (27), (34), (35), (41), (43), (47), (49), (51), (53)
Windows® Embedded Compact 7 Runtime Field Upgrade (C7K) (ESD)	(1), (2), (3), (4), (14), (15), (16), (23), (27), (34), (35), (41), (43), (47), (49), (51), (53)

The following ATs (formerly ALTs) apply to the Products (formerly Licensed Products) 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. The applicable ATs shall supersede any inconsistent terms in the Agreement.

1. Eligibility

In order to obtain runtime licenses, Company must have

- (a) previously obtained either the Microsoft Windows CE Platform Builder Kit, version 3.0a, Microsoft Windows CE .NET Platform Builder, version 4.0, Microsoft Windows CE .NET Platform Builder, version 4.1, Microsoft Windows CE .NET Platform Builder, version 4.2, Microsoft Windows CE Platform Builder, Version 5.0, Windows Embedded CE 6.0 Toolkit, or Windows Embedded Compact 7 Toolkit and
- (b) a valid, current Agreement.

2. Field Upgrade

Company may not distribute this Product unless Company has in effect a Microsoft OEM Customer License Agreement for Field Upgrades, and Company has acquired at least one Product runtime license for the purpose of accessing the Runtime Key. Each calendar month and in accordance with MS Distributor's instructions, Company shall report and pay MS Distributor the applicable amount for the combined total number of copies of MS Binaries downloaded as part of a Field Upgrade Image pursuant to section 2(e) of the Microsoft OEM Customer License Agreement for Field Upgrades, during the immediately preceding calendar month.

3. No License Terms Required

- (a) Company is not required to provide License Terms with this Product.
- (b) From time to time, MS and/or MSCORP may make Updates or Supplemental Code available for distribution with an Embedded System. The license terms for that code may require that Company include License Terms with its Embedded System. In that case, if Company distributes that code, then Company must distribute those License Terms.

4. Agreement Section 2(b)(1) Doesn't Apply

Section 2(b)(1) of the Agreement does not apply to this Product.

5. No License to Distribute Pocket Word

The runtime license for this Product does not include a license to distribute the Pocket Word application.

6. License Included to Distribute Pocket Word

The runtime license for this Product does include a license to distribute the Pocket Word application.

7. No License to Distribute Microsoft WordPad

The runtime license for this Product does not include a license to distribute Microsoft WordPad.

8. License Included to Distribute Microsoft WordPad

The runtime license for this Product does include a license to distribute Microsoft WordPad.

9. No License to Distribute Microsoft WordPad or File Viewers

The runtime license for this Product does not include a license to distribute Microsoft WordPad or any of the Microsoft File Viewers.

10. License Included to Distribute Microsoft WordPad, But Not Microsoft File Viewers

The runtime license for this Product does include a license to distribute Microsoft WordPad but does not include a license to distribute any of the Microsoft File Viewers.

11. License Included to Distribute Microsoft WordPad, and Microsoft File Viewers

The runtime license for this Product does include a license to distribute Microsoft WordPad and one or more of the Microsoft File Viewers.

12. Redistributables Distribution Restriction

The Deliverables for this Product include a folder labeled "REDISTRIBUTABLES". Company may distribute all of those files except the Microsoft File Viewers.

13. Redistributables Distribution

The Deliverables for this Product include a folder labeled "REDISTRIBUTABLES". Company may distribute all of those files.

14. Systems Management Server Client Software

(a) Company may include in Embedded System software or protocols that enable the Embedded System to connect to and access applications from a server. This includes the Systems Management Server client software and terminal services protocols (such as Remote Desktop Protocol or Independent Computer Architecture). If an Embedded System includes this software, then at any one time, a maximum of 10 devices may connect to, access and use services of the Product on the Embedded System solely for remote access (including connection sharing). The ten connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. Company shall advise its End Users of this limit.

(b) Each End User must obtain any client access licenses required to connect to a server as described in this AT.

15. Server Message Block ("SMB")

Company may include in an Embedded System the Server Message Block protocol for file and print services. Any Embedded System that includes SMB must include:

- One 32-bit processor,
- No more than 512 MB RAM, and
- No more than 200 GB of shared storage.

Any such Embedded System must not include hot swap memory or clustering functions.

Also, a maximum of 10 devices at any one time may connect to, access and use the file and print services of the Product on the Embedded System. For the Core, Core PLUS, NavReady, C5G, C6G, C7G, C7K, C7NR, and Networked Projectors Versions of this Product, no more than two devices may connect to, access and use the file services at any one time.

These connection limits apply to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. Company shall advise its End Users of the limits in this AT.

16. ActiveSync and Windows Mobile Device Center

Company may obtain the appropriate ActiveSync files or Windows Mobile Device Center files ("Files") for use with this Product. Company may distribute those Files solely to enable data synchronization between the Embedded System and an End User's personal computer. Company must meet the following requirements.

(a) Company may only obtain and distribute the Files that are compatible with the Product.

- ActiveSync Version 3.1 is compatible with Windows CE 3.0 products.
- ActiveSync Version 3.5 is compatible with Windows CE 3.0, CE .NET 4.0, CE .NET 4.1 and CE .NET 4.2 products.
- ActiveSync Version 3.7 is compatible with Windows CE .NET 4.2, CE 5.0 and Windows Embedded NavReady products.
- ActiveSync Version 4.2 is compatible with Windows Embedded CE 6.0 products.
- ActiveSync Version 4.5 is compatible with Windows Embedded CE 6.0 and Windows Embedded Compact 7 products.
- Windows Mobile Device Center is compatible with Windows Embedded CE 6.0 and Windows Embedded Compact 7 products.

(b) Company shall obtain the Active Sync files from an MS Distributor. For Windows CE .NET 4.2 and CE 5.0 products, Company may download the ActiveSync files from ECE. ActiveSync Version 4.2, Active Sync Version 4.5 and Windows Mobile Device Center are included in Windows Embedded CE 6.0. ActiveSync Version 4.5 and Windows Mobile Device Center are included in Windows Embedded Compact 7.

(c) Company shall distribute the Files on a Companion CD or via download.

(1) If Company distributes the Files on a Companion CD, Company must meet the following requirements:

- (i) Company may either reproduce the files on its premises using Company employees, or order reproduction from an MS Distributor. When using an MS Distributor, Company must provide its master CD along with the CD label artwork, and Company must distribute the Companion CD in the form and packaging as received from the MS Distributor. Company must own or maintain effective licenses for any non-Microsoft software included on a Companion CD.

(ii) A Companion CD shall not include any MS logo, copyright or trademark on the media or on its packaging. The media label may identify the Files, e.g., “This [CD/DVD] contains Microsoft ActiveSync Version [number]” or “This [CD/DVD] contains Microsoft Windows Mobile Device Center Version [number]”.

(iii) Company may either include the Companion CD in the Embedded System packaging or provide it on a standalone basis to End Users.

(2) If Company distributes the Files via download, then Company must clearly state the purpose of the Files and the Embedded Systems with which End Users may use them.

(d) Company shall not change, obscure or omit any Files. Company shall not transfer or copy any Files to any media (other than Companion CDs).

(e) Company is not required to include all language versions of the Files on the Companion CD. Company must, however, include all of the files for each language version of the Files that Company distributes.

(f) Company shall provide clear notice to each End User of the system requirements for the personal computers on which the End User will use the Files.

(g) Company is solely responsible for testing the Files with its Embedded Systems. MS has not conducted tests or quality reviews to ensure that the Files function as described in the Files display information, online help files, or otherwise, when used in conjunction with the Embedded System or an Image.

(h) Company represents and warrants that it owns all right, title and interest in the Company Binaries, and it has all necessary rights to authorize the MS Distributor to replicate them. Company shall defend, indemnify and hold harmless MS, its Suppliers and its affiliates, from and against any and all third party claims or demands, or any other liability or damages whatsoever arising from the replication, licensing, distribution, or use of the Company Software. If Company distributes the Files to an End User that already has the Files, then Company shall distribute those Files at no charge other than a reasonable charge for materials, shipping and handling costs.

17. No Distribution of Preview Files

The Product may include .NET Compact Framework Technology Preview files. Company may not include those files in an Image or otherwise distribute them.

18. No Distribution of .NET Compact Framework Beta Files

The Product may include .NET Compact Framework Beta files. Company may not include those files in an Image or otherwise distribute them.

19. Microsoft Visual Studio .NET Professional, Trial Version

The Deliverables may include Microsoft Visual Studio .NET Professional, Trial Version. Company may use that software only in accordance with its End User License Terms.

20. No COAs for Microsoft® Windows® CE .NET Operating System For Embedded Systems, Version 4.0 Runtime

There are no COAs for this Product. Company may acquire and use the COAs for Microsoft® Windows® CE .NET Operating System For Embedded Systems, Version 4.1 Runtime. for runtimes based on this Product. Company still must order the Deliverables from an MS Distributor for this Product as required by this Agreement.

21. No Deliverables

(a) Company has previously received the Deliverables for this Product. MS will not provide any additional copies under the Agreement.

(b) Company’s rights to use the Deliverables will be governed by the applicable End User License Terms. Those rights may be effective during and after the term of this Agreement.

22. eMbedded Visual

(a) The Deliverables for this Product include the following software tools:

- eMbedded Visual Tools 3.0 (eVT 3.0); or
- eMbedded Visual C++ (eVC++).

Company may only use these tools to create a software application that runs with this Product. Such use must be under the terms of the applicable End User License Terms.

(b) MS grants to Company a non-exclusive, limited, world-wide, royalty-free license to reproduce and install any eVT 3.0 or eVC++ application created by Company in accordance with the applicable End User License Terms. Company may distribute such applications with the MS Binaries.

23. Error Reporting Functions

If an Image includes the error reporting functions of this Product, then Company must ensure that those functions will operate only if the End User activates them. Company shall not enable those functions by default. Company may only implement those functions with MS’ standard error report dialog. If the Embedded System does not include a user interface, then Company must use MS’ standard error report dialog intended for a client device without a user interface.

24. GPS

This Product is designed solely for use in global positioning system (GPS) devices.

The Embedded System must:

Feature Category:	Feature:	CE Core (all versions)	CE 5.0 Core Plus	NavReady (C5C)	NavReady (C5F)	CE 5.0 (C5G)	CE 5.0 Pro	CE 6.0 Core Plus	CE 6.0 (C6G)	CE 6.0 for Networked Projectors
General	Adobe Flash Lite	x	x	x	x	x	x	x		x
Viewers	Microsoft Excel Viewer	x	x	x	x	x	x	x		
	Microsoft Image Viewer	x	x	x	x	x	x	x		
	Microsoft PowerPoint Viewer	x	x	x	x	x	x	x		
	Microsoft Word Viewer	x	x	x	x	x	x	x		
Media	Streaming Media Playback	x	x	x	x			x		
	Windows Media Player (OCX)	x	x	x	x			x		
	Windows Media Player (WMP) application	x	x	x	x			x		
	WMA, WMV, and MP3 streaming	x	x	x	x			x		
	Windows Media Player OCX 7	x	x	x	x	x	x	x		
Other	Digital Video Recorder (DVR) Engine	x	x	x	x	x		x	x	x
	Graphical Shell (AYG shell, thin client)	x	x	x	x	x		x	x	x
	Internet Explorer and subcomponents	x	x	x	x			x		
	Internet Explorer (Pocket IE)	x	x	x	x			x	x	x
	Networked Media Device user interface (NMD UI)	x	x	x	x			x		
	Speech Recognition Engine	x	x	x	x	x		x	x	x
	Windows Network Projector and subcomponents	x	x	x	x	x	x	x	x	
	Web Services on Devices (WSD) and sub components	x	x	x	x	x	x			
	Video over IP calling	x	x	x	x	x	x	x	x	x
	SideShow	x		x				x	x	x
Local Search for Devices	x	x				x	x	x	x	

Feature Category:	Feature:	CE Core (all versions)	CE 5.0 Core Plus	NavReady (C5C)	NavReady (C5F)	CE 5.0 (C5G)	CE 5.0 Pro	CE 6.0 Core Plus	CE 6.0 (C6G)	CE 6.0 for Networked Projectors
Other	MSN Direct Library	x	x	x		x	x	x	x	x
	Advanced Audio Distribution Profile (A2DP)	x	x	x		x	x	x	x	x
	Hands Free Profile (HFP)	x	x	x		x	x	x	x	x
	Audio/Video Remote Control Profile (AVRCP)	x	x	x		x	x	x	x	x
	Pairing Service	x	x			x	x	x	x	x
	Connection Manager	x	x			x	x	x		x
User Interface	Silverlight for Windows Embedded	x	x	x	x	x	x	x		x
	Gestures	x	x	x	x	x	x	x		x

27. Cellcore

This Product includes a component called Cellcore. If Company elects to use Cellcore or its sub-components in its Image, then the Embedded System:

- (a) Must be limited to data use only, and
- (b) May not be used to make voice calls over a cellular network.

This limitation includes any indirect use of the voice capabilities of cellular networks via peripheral devices to make the voice call and/or the voice call connection.

28. End of Life Date July 31, 2015 for Windows CE Version 3.0

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) July 31, 2015.

29. End of Life Date April 1, 2017 for Windows CE Version 4.0

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) April 1, 2017.

30. End of Life Date October 29, 2017 for Windows CE Version 4.1

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) October 29, 2017.

31. End of Life Date June 1, 2018 for Windows CE Version 4.2

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) June 1, 2018.

32. End of Life Date August 31, 2019 for Windows CE Version 5.0

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) August 31, 2019.

33. End of Life Date February 28, 2022 for Windows Embedded CE Version 6.0

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) February 28, 2022.

34. End of Life Date February 28, 2026 for Windows Embedded Compact 7

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) February 28, 2026.

35. Network Projectors

This Product is designed solely for use in network projector or network projector adapter devices.

The Embedded System must:

- (a) Be sold to the End User for use as a projector (presentation/display device).

- (b) Require a connection to an electrical outlet for its operation.
- (c) Not use a battery as its main source of power during End User operation.
- (d) The network projector adapter device must function solely in conjunction with a projector or display.

36. Remote Desktop Connection Source Code (MSTSC.EXE)

If Company uses the Remote Desktop Connection Source Code to modify the Remote Desktop Connection application, it must retain:

- (a) the Remote Desktop Connection application name as displayed by the Product, and
- (b) the Remote Desktop Connection application icon as displayed by the Product.

37. No COAs for Microsoft® Windows® CE .NET Operating System For Embedded Systems, Professional Version 4.0 Runtime

There are no COAs for this Product. Company may acquire and use the COAs for Microsoft® Windows® CE .NET Operating System For Embedded Systems, Professional Version 4.1 Runtime for runtimes based on this Product. Company still must order the Deliverables from an MS Distributor for this Product as required by this Agreement.

38. Adobe Flash Player Software

Flash Player 10 software (“Flash 10”) accompanies this Product. Company’s distribution of Flash 10 with this Product is subject to a separate license agreement with Adobe Systems Software Incorporated/Adobe Systems Software Ireland Limited (“Adobe”). To distribute Flash 10, Company must enter into the OSP Binary Distribution Agreement with Adobe. The agreement and instructions for executing it with Adobe are posted on ECE

39. Privacy

- (a) If Company builds an application that uses the Windows Media Library, Company shall provide the following notice to its End Users in the About section of the Windows Media Library application. For purposes of this section the “About” means a screen linked directly to the Windows Media Library application UI that the End User can access in one interaction.

“Privacy Information about Windows Media Library

Last updated: July 2010

Windows Media Library

What this feature does

The Windows Media Library component provides the means to manage a user’s media content. The word “manage” is used broadly here as it encompasses a range of functionality, including adding, modifying, and removing metadata about the user’s media files, and retrieving interesting media by browsing and searching.

Information collected, processed, or transmitted

The Media Library has a database where metadata from a multimedia file is stored:

- (a) Microsoft provides the ability to store any filename for the multimedia file in the metadata database. The file information is passed in from the end user via << Company to insert the name of the application they have built incorporating Windows Media Library>>.
- (b) <<Company to insert the name of the application from above here>> has been built to interface with the end user and to apply metadata tags that are passed to Windows Media Library which stores the filename.”

- (b) If Company creates an application that uses a unique identifier for a filename that identifies the end user to the device, then Company shall provide a disclosure agreement for their End Users to describe the application and to share how information is collected, processed, or transmitted.

40. Bluetooth Hands Free Profiles

This Product includes technologies called Bluetooth Profiles. If Company elects to use these Bluetooth Profiles or its sub-components in its Image, then the Embedded System:

- (a) Must not be enabled for Hands Free use, and
- (b) May not be used to make voice calls over a Bluetooth phone via a cellular network.

This limitation includes any indirect use of the Hands Free capabilities of the Bluetooth software stack, even via peripheral devices to make the voice call and/or the voice call connection.

41. Company’s Additional Duties

OEM Parties must:

- (a) Determine that each Licensed Product is suitable in quality and performance for use in Embedded Systems;
- (b) Provide appropriate notices or warnings to End Users of Embedded Systems or others who may be affected by such use;
- (c) Provide information to End Users about the proper use of the Embedded System including information on how to safely operate the Embedded Systems; and
- (d) Company agrees to defend, indemnify and hold MS Parties harmless from and against all damages, costs and attorneys’ fees arising from claims or demands associated with breach of this AT.

42. Consumer Oriented Devices

This Product is designed solely for use in consumer oriented devices.

The Embedded System must:

- (a) be marketed and sold primarily as a consumer-oriented device;
- (b) not be sold to Enterprise Customers or for enterprise use; and
- (c) have a graphical user interface and cannot be designed for headless use.

43. Design Restriction for Consumer Oriented Devices

If an Embedded System:

- (a) is installed with this Product; and
- (b) is marketed and sold primarily as a consumer-oriented device; and
- (c) includes an x86 processor;

then any built-in display must be less than seven inches (179 mm) nominal, measured diagonally.

44. Desktop Functions and Screen Size

- (a) If an Embedded System installed with this Product is marketed and sold primarily as a consumer-oriented device, then that Embedded System may perform Desktop Functions, but only in view mode.
- (b) If an Embedded System installed with this Product includes or supports the use of a Physical Keyboard and can be used to perform Desktop Functions, then any built-in display must be less than seven inches (179 mm) nominal, measured diagonally. "Physical Keyboard" means a keyboard that is connected to the Embedded System either by a built-in, wired or wireless connection. Physical Keyboard does not include touchscreen-based keyboard.

45. Desktop Functions

If an Embedded System installed with this Product is marketed and sold primarily as a consumer-oriented device, then that Embedded System may perform Desktop Functions, but only in view and/or edit mode.

46. Additional Software

Notwithstanding section 2(c) of the Agreement, End Users may install Additional Software distributed by the OEM Parties or operator (such as wireless telecommunication service provider, content providers or cable provider, etc.).

47. Shell Restriction

This AT 47 only applies to Embedded Systems that are marketed and sold primarily as consumer-oriented devices. Company must not use the shell included in the Deliverables as the end user interface on Embedded Systems on which this Product is installed. Instead, Company must develop and deploy a custom end user interface for the Product. That custom end user interface must be the only way in which an End User can access the Product.

48. Hardware Restriction

With the exception of browser technologies, which modify existing CE 6.0 R2 browser components, all components and subcomponents related to CE 6.0 R3 release and associated subsequent supplemental releases have not been tested by MS for SH4 processor and will require additional testing and support by OEM Parties.

49. Third Party Software

This Product may contain optional third party software, use of the third party software is subject to the license agreement provided by the third party and included with the software. MS makes no representation or warranty with respect to the third party software. The third party software shall not be deemed a Product under the License Agreement.

50. Embedded Application

Notwithstanding section 2(b)(4) of the Agreement, if an Embedded System installed with this Product is marketed and sold primarily as a consumer-oriented device, then the Image on that Embedded System is not required to include an Embedded Application.

51. Logo Use

Company may not use Windows or Microsoft logos and branding, with the exception that the "Powered by Windows Embedded" device logos may be used on Embedded Systems installed with this Product and marketed and sold primarily as a consumer oriented device, provided Company obtains the appropriate logo license from MSCORP.

52. Single Purpose Device

If an Embedded System:

- (a) is installed with this Product;
- (b) is marketed and sold primarily as a consumer oriented device;
- (c) has an Embedded Application; and
- (d) performs Desktop Functions only as allowed under section 2(b) of the Agreement,

then the following ATs do not apply to that Embedded System: 44, 45, 46, and 50.

53. Certain Features Not Included

The table below lists many features included in Windows Embedded Compact Products. The name of this Product is at the top of one of the columns in the table below. Each feature marked with an "x" in that column is not included in Company's license for this Product.

Category	Feature	C7NR	C7E	C7G	C7K
Rich User Experience	Software Input Panel (SIP) and subcomponents	x			x
	Silverlight for Windows Embedded	x			
High Fidelity Internet	Internet Explorer 7.0 and subcomponents	x	x		x
	Flash Player 10.1	x	x		x
Ease of Connectivity	Remote Desktop Protocol (RDP) and subcomponents	x	x	x	
	Windows Network Projector and subcomponents	x	x	x	
	Terminal Emulator	x	x	x	x
	ActiveSync AirSync	x	x	x	x
	ActiveSync Inbox Sync	x	x	x	x
	Pocket Outlook Database Sync	x	x	x	x
	CE Messaging API (MAPI)	x	x	x	x
	Pocket Outlook Object Model	x	x	x	x
	SMS Transport for CE MAPI	x	x	x	x
	Windows Media Player	x	x		x
	Media Library	x			x
	Media Content	x	x		x
	Media Sync for Windows Device Stage including Media Transfer Protocol (MTP) Responder and subcomponents	x			
	WMA and MP3 Local Playback	x	x		x
	WMA and MP3 Streaming Playback	x	x		x
	Streaming Media Playback	x	x		x
Cellcore Voice	x	x	x	x	

Category	Feature	C7NR	C7E	C7G	C7K
Ease of Connectivity	Link Layer Topology Discovery Responder	x	x		
	Universal Plug and Play (UPnP) and subcomponents	x	x		
	Web Services On Devices	x			
Other	Office Viewers and subcomponents	x	x		
	PDF Reader	x	x		
	WordPad	x	x		x
	SQL Compact and subcomponents	x			
	Help	x	x		x
	C Libraries: Open MP Runtime	x	x		
	AYG Shell API	x	x		x
	Graphical Shell	x			
	Windows Thin Client Shell	x	x	x	x
	Screen Configuration	x			
	Control Panel, Silverlight for Windows Embedded	x			