

**ADDITIONAL LICENSING PROVISIONS FOR
MICROSOFT® WINDOWS NT® EMBEDDED RUNTIME LICENSES**

Licensed Product Name and Version	Applicable Additional Provisions
Microsoft® Windows NT® Embedded Runtime version 4.0, Class 1	(1), (2), (3), (4), (6), (7), (8)
Microsoft® Windows NT® Embedded Runtime version 4.0, Class 2	(1), (2), (3), (4), (6), (7), (8)
Microsoft® Windows NT® Embedded Runtime version 4.0, Class 3	(1), (2), (3), (5), (6), (7), (8)
Microsoft® Windows NT® Embedded Runtime version 4.0, Class 4	(1), (2), (3), (5), (6), (7), (8)

The following Additional Licensing Provisions apply to the Licensed Product(s) as indicated above and are in addition to the 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 Additional Licensing Provisions shall supersede any inconsistent terms in the General Terms and Conditions of the Agreement.

1. In order to obtain runtime licenses for Microsoft Windows NT Embedded version 4.0, COMPANY must have (a) previously obtained a full package copy of the (i) Microsoft Windows NT Embedded version 4.0 Standard Development Kit, (ii) Microsoft Windows NT Embedded version 4.0 Professional Development Kit, or (iii) Microsoft Windows NT Embedded version 4.0 prior to February 1, 2000 and (b) a valid, current Agreement.

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

(i) The term "Headless" with respect to an Embedded System means a device that does not have a graphical user interface (GUI). Only target operating systems that are built with the NullVGA component are considered to be without a GUI.

(ii) The term "Non-Headless" with respect to an Embedded System means a device that includes a GUI. A target operating system is considered to have a GUI any time a display driver other than NullVGA is selected for inclusion in the target operating system.

(b) The runtime license for these Licensed Products includes the license to distribute only the Licensed Components listed below for the respective License Class identified below:

License Class	Licensed Components
Class 1 – Headless Workstation	<ul style="list-style-type: none"> • "Workstation System" role • Automatic logon • Minimal or Standard operating system • All HAL • All virtual memory • System message interception • Standard floppy • All fixed disk • All CD-ROM • All file systems • Write filter driver • All keyboard/mouse • All BUS devices • All serial/parallel ports • All modems • All printers • All network membership • All network adapters/drivers • All network protocols • Computer browser • DHCP client • IIS 3.0, running as Personal Web Server • LAN Manager Server/Workstation • Messenger • NetBIOS • NetDDE • NT LM Security • RAS client • RPC • Simple TCP • SNMP

	<ul style="list-style-type: none"> • TCP/IP printing • WinSock • All network applications • All Windows services • All management • All desktop settings • All global system settings
Class 2 – Non-Headless Workstation	Includes all Class 1 components and all display driver components
Class 3 – Headless Server	Includes all Class 1 components and: <ul style="list-style-type: none"> • “Server System” role • Fault tolerance storage filter driver • DHCP Server • DNS Server • IIS 3.0 • RRAS • WINS Server • Macintosh® Services • File and Print Services for NetWare®
Class 4 – Non-Headless Server	Includes all Class 3 components and: <ul style="list-style-type: none"> • All display driver components • Primary Domain Controller system role

3. 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 Licensed Product Deliverables documentation and is copied, unaltered and intact, into the Image of the applicable Embedded System.

4. The Embedded System for this Licensed Product (a) shall be designed to support no more than two (2) microprocessors; and (b) may permit up to thirty (30) simultaneous inbound connections to shared files or printers. Of those thirty connections, not more than ten (10) may be used for Internet information services running as a personal web server. The thirty connection maximum includes any indirect connections made through “multiplexing”, or other software or hardware which pools or aggregates connections.

5. The Embedded System for this Licensed Product (a) shall be designed to support no more than four (4) microprocessors; and (b) may permit unlimited simultaneous inbound connections to shared files, printers or Internet information services running as a personal web server.

6. MS may provide 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 instructions are provided “AS IS” and neither MS, MSCORP nor their affiliates are providing any warranty regarding the content, usability, accuracy or completeness of the instructions.

7. 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 Recover 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.

8. 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:

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- **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. Notwithstanding the foregoing, you may install or enable on the DEVICE 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. You acknowledge and agree that with respect to any Support Software: (i) the Support Software 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 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 you may install on your DEVICE. Please contact [COMPANY] if you have any questions regarding any Support Software that you are considering installing on your DEVICE.

[NOTE TO COMPANY: THERE ARE TWO (2) ALTERNATIVE VERSIONS OF THE “DEVICE CONNECTION” PROVISION, ONE FOR USE IF THE LICENSED CLASS OF THE LICENSED PRODUCT IS CLASS 1 OR CLASS 2 AND THE OTHER FOR USE IF THE LICENSE CLASS IS CLASS 3 OR CLASS 4.]

[ALTERNATIVE A – FOR USE IF THE LICENSE CLASS IS CLASS 1 OR CLASS 2.]

- **DEVICE CONNECTIONS.** The SOFTWARE may not be used by more than two (2) microprocessors at any one time on the DEVICE. Provided that the DEVICE continues to comply with the terms of the “Restricted Functionality” paragraph above, and without limiting the number of computers or other electronic devices that might connect to the DEVICE to access other software on the DEVICE, or to utilize other SOFTWARE services you may permit up to thirty (30) simultaneous inbound connections to shared files or printers. Of those thirty connections, not more than ten (10) may be used for Internet information services running as a personal web server. The thirty connection maximum includes any indirect connections made through “multiplexing”, or other software or hardware which pools or aggregates connections.

[ALTERNATIVE B – FOR USE IF THE LICENSE CLASS IS CLASS 3 OR CLASS 4.]

- **DEVICE CONNECTIONS.** The SOFTWARE may not be used by more than four (4) microprocessors 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 unlimited simultaneous inbound connections to shared files, printers or Internet information services running as a personal web server.
- **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.
- **NETMEETING.** The SOFTWARE may contain NetMeeting technology that enables the SOFTWARE or other applications installed on the DEVICE to be used remotely between two (2) or more computing devices, even if the SOFTWARE or application is installed on only one DEVICE. You may use NetMeeting with all Microsoft products; provided however, use of this technology 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 NetMeeting is permitted without an additional license.
- **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=25243>.
 - *Web Content Features.* Under the SOFTWARE’s default configuration, if you are connected to the Internet, several features of the SOFTWARE are 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. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

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.
- **INTERNET GAMING/UPDATE FEATURES.** If the SOFTWARE provides, and you choose to utilize, the Internet gaming or update features within the SOFTWARE, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize MS, Microsoft Corporation, their affiliates, and/or their designated agent to use this information solely to improve their products or to provide customized services or technologies to you. MS, Microsoft Corporation or 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, Microsoft Corporation, their affiliates or suppliers).
- **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, Microsoft Corporation nor their affiliates 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. Neither MS, Microsoft Corporation nor their affiliates is responsible for webcasting or any other form of transmission received from any third party sites. MS, Microsoft Corporation or their affiliates 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, Microsoft Corporation or their affiliates of the third party site.
- **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, product support services, or Internet-based services components ("Supplemental Components"), of the SOFTWARE that you may obtain from [COMPANY], MS, Microsoft Corporation or their affiliates 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 affiliates 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 affiliates 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 affiliates 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.