

COURTESY COPY FOR REFERENCE PURPOSES ONLY
ADDITIONAL LICENSING PROVISIONS FOR RUNTIMES FOR

Licensed Product Name and Version	Applicable Additional Licensing Provisions
Microsoft® Windows® Preinstallation Environment Version 1.2, Services Edition (ESD)	1, 2, 3, 4, 5
Microsoft® Windows® Preinstallation Environment, Version 2004 for Embedded Systems (ESD)	1, 2, 3, 4, 5
Microsoft® Windows® Preinstallation Environment, Version 2005 for Embedded Systems (ESD)	1, 2, 3, 4, 6

The following license terms apply to runtime licenses for the Licensed Products set forth above (“Runtimes”) and are in addition to the General Terms and Conditions contained in your 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 your Agreement. The Additional Licensing Provisions shall supersede any inconsistent terms contained in the Agreement.

1. (a) COMPANY is not required to install all Licensed Product software files, but may install only those files required to create Recovery Image, Update Image or Field Upgrade Image media for the Embedded System; and

(b) COMPANY may “hide” or disable the display or function of Licensed Product software features.

2. (a) This Licensed Product may be distributed only:

(i) (A) together with a Recovery Image on either (I) separate media, or (II) a separate partition for the Embedded System hard disk drive, or (III) a separate hard disk drive in the Embedded System which is reserved for back up utility programs and files to repair or reinstall the Image that may be accessed only if the Image installed on the main drive fails; or (B) together with an Update Image or a Field Upgrade Image on separate media; and

(ii) for the exclusive purposes of boot, diagnostic, setup or recovery of the Embedded System. In addition, COMPANY may use this Licensed Product to install the Image on the Embedded System.

(b) Notwithstanding anything to the contrary in Section 2 of the Agreement, this Licensed Product (i) may not be designed, marketed or used as a general operating system or as a substitute of an operating system product; and (ii) may not be included as part of the Image; and (iii) may not be preinstalled on the Embedded System.

(c) There is no COA for this Licensed Product.

(d) COMPANY shall include the following provisions in the EULA for this Licensed Product:

Software. You may install, use, access, display and run one (1) copy of the SOFTWARE on the DEVICE only as a boot, diagnostic, setup or recovery tool for the DEVICE. You may not use the SOFTWARE as a general purpose operating system or as a substitute for an operating system product.

- **Security Feature. The SOFTWARE contains a security feature that will cause the DEVICE to reboot without prior notification to the after 24 hours of continuous use. Please take applicable precautions.**

(e) Notwithstanding anything the Agreement to the contrary, for this Licensed Product the additional royalty shall be One Hundred Fifty Dollars (US\$150.00) for each unit of the Licensed Product distributed by COMPANY in violation of the Agreement.

(f) This Licensed Product is designed for use with Windows NT Workstation 4.0 for Embedded Systems with Service Pack 5 or later, Windows NT Server 4.0 for Embedded Systems with Service Pack 5 or later, Windows 2000 Professional for Embedded Systems, Windows 2000 Server for Embedded Systems-based operating system products, Windows XP Professional for Embedded Systems, Windows XP Embedded Runtime, and Windows Server 2003 for Embedded Systems-based operating system products. This Licensed Product is designed for use with a number of processor architectures; however, it is designed to be used with or deploy the processor architecture supported by the operating system product being installed on the Embedded System (e.g., the x86 version may only deploy X86 version of the operating system). This Licensed Product may not function properly with other operating system products or other processor architectures.

(g) This Licensed Product is available in a limited number of language versions. However, subject to Additional Provision 2(f) above, it may be used in connection with any language version(s) of Microsoft embedded operating system product(s).

3. (a) The Licensed Product contains a security feature that will cause the Embedded System to reboot without prior notification to the end user after 24 hours of continuous use of the Licensed Product. COMPANY shall not attempt to disengage, block or otherwise circumvent this feature. COMPANY shall provide the following or substantially similar notice in a clear and conspicuous manner to end users (i) in the end user documentation, and (ii) on the Recovery Image packaging or if the Recovery Image is installed on the Embedded System, on the Embedded System packaging:

“The Microsoft® Windows® Preinstallation Environment Version 1.2, Services Edition software included with this Embedded System may be used for boot, diagnostic or recovery purposes only. NOTE: THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE YOUR DEVICE TO REBOOT WITHOUT PRIOR NOTIFICATION AFTER 24 HOURS OF CONTINUOUS USE OF THE SOFTWARE.”

(b) COMPANY indemnifies MS and MSCORP from and against all damages, costs and attorneys' fees arising from claims or demands resulting from COMPANY's failure to provide the notice required above to end users.

4. 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.

5. COMPANY's license to distribute the Licensed Product shall expire on the earlier of (i) cancellation or expiration of the Agreement, or (ii) December 31, 2016.

6. COMPANY's license to distribute the Licensed Product shall expire on the earlier of (i) cancellation or expiration of the Agreement, or (ii) May 28, 2018.