

**ADDITIONAL LICENSING TERMS FOR RUNTIMES FOR
WINDOWS XP EMBEDDED AND WINDOWS EMBEDDED STANDARD**

Licensed Product Name and Version	Applicable Additional Licensing Terms
Microsoft® Windows® XP Embedded Runtime	1-10, 12
Microsoft® Windows® XP Embedded Runtime Field Upgrade	1-12
Microsoft® Windows® Embedded Standard Runtime (ESD)	1-10, 13
Microsoft® Windows® Embedded Standard Runtime Field Upgrade (ESD)	1-11, 13

* Additional Licensing Terms have the same meaning as Additional Licensing Provisions.

The following provisions (each, an "Additional Licensing Term" or "ALT") 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 (CLA Version 3.0) ("Agreement"). Capitalized terms used below and not otherwise defined have the meaning set forth in the General Terms and Conditions of the Agreement. The ALTs supersede any inconsistent terms in the General Terms and Conditions of the Agreement.

1. **Valid Agreement**. In order to obtain Runtimes, Company must have
 - a. previously obtained a full package copy of the Microsoft® Windows® XP Embedded Toolkit, and
 - b. a valid, current Agreement

2. **Terminal Services Protocol**

Company may include terminal services protocols to enable an Embedded System to connect to and access applications running on a server. These include Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture. If Company includes these protocols on an Embedded System, then Company shall not allow any Desktop Functions to run locally on that system, except for network/Internet browsing functions. Company shall advise its End Users of this requirement.

3. **Connection Limit**

Company may permit up to 10 computers or other devices to connect via Server Message Block ("SMB") to the Embedded System to use one or more of the following services of the Licensed Product:

- a. File services
- b. Print services
- c. Internet information services and/or
- d. Remote access (including connection sharing)

This 10 connection limit applies to computers and devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. The 10 connection limit does not apply to other uses of the Licensed Product. Unlimited inbound connections are allowed via TCP/IP (Transmission Control Protocol ("TCP") and the Internet Protocol ("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>.

4. **Splash Screen**

The "Splash Screen" means the Licensed Product screen displaying the Windows logo that appears upon Embedded System bootup. Company shall make no changes to the Splash Screen except those that are permitted in the Deliverables. Company shall:

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- a. use the entire Splash Screen with no modifications; or
- b. use the Splash Screen and modify it as permitted in the Deliverables; or
- c. replace the Splash Screen entirely with its own splash screen without including any portion of the Splash Screen.

MS, MSCORP and their affiliates will not provide support for Company to suppress or replace the Splash Screen.

5. **SQL Files Not Allowed in Image**

Company may not distribute, or include in the Image:

- a. the Microsoft SQL Server Desktop Engine, or
- b. the "setup.exe" file contained in the SQLMSDE folder as included in the Deliverables.

6. **Prerelease Files.**

Company may include in the Image any files contained in the "Prerelease" folder located in the file directory under \VALUEADD\MSFT. MS, MSCORP and their affiliates will not provide support for those files.

7. **Remote Boot**

"Remote Boot" means a feature that remotely installs the operating system on computers in a network. Remote Boot is the equivalent of a cd-based installation throughout an enterprise.

"Remote Boot Installation Service" means the service that supports the diskless Remote Boot.

If the Embedded System is designed to enable the Remote Boot feature, then instead of installing the Licensed Product on the Embedded System, COMPANY shall meet the requirements of subsections a – d, with an option to meet subsection c.

- a. Company shall distribute the Image and the Remote Boot Installation Service on separate media. That media must be distributed with the Embedded System directly to an End User.
- b. Company shall provide the End User with License Terms that comply with the License Terms posted on the ECE. 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://msdn2.microsoft.com/en-us/library/ms852363.aspx>.
- c. Company shall configure the Image to ensure that it runs solely on the applicable Embedded System.
- d. Company shall clearly specify that the End User may
 1. Install one copy of the Image onto its server solely for running the Image on the End User's Embedded Systems,
 2. Download the Image over its internal network only onto Embedded Systems, and
 3. Use the Remote Boot Installation Service only to deploy the Image to Embedded Systems as part of the Remote Boot process.
- e. Company may allow the End User to maintain copies of the Image and the Remote Boot Installation Service on the original media. The End User may only use these copies for recovery purposes.

8. **Microsoft Windows Pre-installation Environment**

- a. The Deliverables include:
 1. A Microsoft Windows Pre-installation Environment ("WinPE") bootable image (the "WinPE Image"), and
 2. The following System Deployment Image utility tools (the "SDI Tools"):
 - i. System Deployment Image to Hard Drive ("SDI2HD"),

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- ii. System Deployment Image Loader ("SDI Loader"), and
 - iii. System Deployment Image Manager ("SDI Manager").
- b. Company may distribute the WinPE Image with the SDI Tools (a "WinPE/SDI Solution"), only as follows:
- 1. With an Embedded System for use with a Recovery Image, or
 - 2. Separate from an Embedded System, either in connection with the distribution of a Recovery Image, Update Image or Field Upgrade Image.
- c. If Company has a separate license with MS to distribute any version of WinPE then Company may distribute, as a WinPE/SDI Solution, the SDI Tools together with any custom WinPE image created by Company in accordance with the separate WinPE license.

9. **Support Software**

- a. MS may provide instructions to Company for use of the Licensed Product to create an Image that allows installation of Support Software onto Embedded Systems by End Users. Company may enable its End Users to install Support Software on Embedded Systems only for administration, performance enhancement and/or preventative maintenance.
- b. MS is not responsible for testing and ensuring that the Support Software is suitable for the Embedded Systems. MS also will not provide technical support for the installation or use of Support Software.
- c. The instructions for Support Software are provided "AS IS". MS, MSCORP and their affiliates provide no warranties regarding their content, use, accuracy or completeness.

10. **Windows Update and Software Update Services**

Company may distribute the WUA Component (defined below) with an Embedded System. Any distribution must meet the requirements of this ALT.

- a. Definitions.
 - 1. "SUS Server Component" means the Microsoft® Software Update Services server component, Version 1.0, and future versions of it.
 - 2. "Windows Updates" are the updates made available for the Licensed Product. Such updates are located on the MSCORP Windows Update server or corporate End User server.
 - 3. "WUA Component" means the Windows Update Agent ("WUA") client component that activates WUA functions in an Image. The WUA Component is included in the Deliverables as part of Service Pack 2 for this Licensed Product. WUA is also called "Software Update Services" or "SUS".
- b. The Deliverables contain the WUA Component. This component enables an Embedded System to access Windows Updates either directly or through a server installed with the SUS Server Component. The following requirements govern Company's use and distribution of the WUA Component:
 - 1. End Users must acquire any client access licenses required for an Embedded System to access Windows Updates through a server installed with the SUS Server Component.
 - 2. Each Windows Update may not function on an Embedded System or may malfunction or cause harm to the Embedded System or to persons or property. Company is responsible
 - i. to test its Embedded Systems to ensure that each Windows Update is suitable for use with it;
 - ii. to communicate to its End Users if a Windows Update should not be downloaded to an Embedded System; and
 - iii. to provide technical support for the installation and use of the WUA Component and any Windows Updates.

3. Company shall indemnify and defend MS and its Suppliers from and against all damages (including attorneys' fees) arising from the installation of Windows Updates on Embedded Systems using the WUA Component and use of those Windows Updates.
4. For more information about the inclusion of the WUA Component in an Image, Company may refer to the white paper titled "Using SUS with Windows XP Embedded Service Pack 2."

11. Field Upgrade Schedule

Company may not distribute this Licensed Product unless Company has in effect a Field Upgrade Schedule to the BTDE. Company must acquire at least one Licensed Product runtime license for the purpose of accessing the Runtime Key. Company must report distribution and pay the royalty for this Licensed Product as set forth in the BTDE and the Field Upgrade Schedule.

12. **End of License.** Company's license for this Licensed Product ends on the earlier of January 30, 2017 or end of this Agreement.

13. End of License for Windows Embedded Standard Products

Company's license to distribute this Licensed Product shall expire on the earlier of (i) cancellation or expiration of the License Agreement, or (ii) January 8, 2024.