ADDITIONAL LICENSING PROVISIONS FOR

MICROSOFT® WINDOWS® CE OPERATING SYSTEM for EMBEDDED SYSTEMS

VERSION 2.12 RUNTIME LICENSES

License Product Name and Version	Applicable Additional Provisions
Microsoft® Windows® CE Operating System For Embedded Systems, Version 2.12 (Kernel Version)	(1), (2), (3), (6), (7), (11), (12)
Microsoft® Windows® CE Operating System For Embedded Systems, Version 2.12 (Full Version)	(1), (2), (4), (6), (7), (11), (12)
Microsoft® Windows® CE Operating System For Embedded Systems, Version 2.12 (Data Exchange Version)	(1), (2), (5), (6), (7), (8), (11), (12)
Desktop Applications for Microsoft® Windows® CE Operating System For Embedded Systems, Version 2.12	(1), (9), (10)

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 Windows CE Operating System for Embedded Systems Version 2.12, COMPANY must have a valid, current Agreement.

2. (a) COMPANY has received Licensed Product Deliverables for this Licensed Product independently or in connection with a prior embedded OEM license agreement between MS and COMPANY, and will not receive any additional copies of such Licensed Product Deliverables in connection with this Agreement.

    (b) MS and COMPANY acknowledge and agree that notwithstanding any provision to the contrary in these Additional Licensing Provisions or the Agreement, COMPANY's rights to use such Licensed Product Deliverables shall be governed by the terms of the Licensed Product Deliverables end user license agreement. By way of clarification but not limitation, COMPANY may use such Licensed Product Deliverables during and after the term of the Agreement in accordance with, and for such purposes as permitted by, its end user license agreement.

3. Provided that COMPANY is licensed for Windows CE Operating System for Embedded Systems Version 2.11 (Kernel Version), the Licensed Product COAs for Windows CE Operating System for Embedded Systems Version 2.12 (Kernel Version) may also be used for runtimes based on the Windows CE Operating System for Embedded Systems Version 2.11 (Kernel Version).

4. Provided that COMPANY is licensed for Windows CE Operating System for Embedded Systems Version 2.11 (Full Version), the Licensed Product COAs for Windows CE Operating System for Embedded Systems Version 2.12 (Full Version) may also be used for runtimes based on the Windows CE Operating System for Embedded Systems Version 2.11 (Full Version).

5. Provided that COMPANY is licensed for Windows CE Operating System for Embedded Systems Version 2.11 (Data Exchange Version), the Licensed Product COAs for Windows CE Operating System for Embedded Systems Version 2.12 (Data Exchange Version) may also be used for runtimes based on the Windows CE Operating System for Embedded Systems Version 2.11 (Data Exchange Version).

6. The Licensed Product may include handwriting recognition component(s). COMPANY acknowledges and understands that: (i) handwriting recognition is an inherently statistical process, (ii) recognition errors are inherent in the process, (iii) it is COMPANY's and COMPANY customers' responsibility to provide for handling such errors, to monitor the recognition process and correct any errors. Neither MS, Microsoft Corporation, their affiliates nor their suppliers shall be liable for any damages to any party arising out of errors in the handwriting recognition processes.

7. (a) The runtime license for these Licensed Products includes the license to distribute only the components listed below for the respective Licensed Class identified below:

License Class	Licensed Components
Kernel Version	Includes the text-only capabilities of Microsoft® Windows CE Services Version 2.2 ("CE Services"), such as the file system, communications capabilities, connectivity for remote application programming interfaces (APIs), device driver, and keyboard input features. Any combination of the following 3 configurations map to the Kernel Version runtime: Minkern, Mininput, Mincomm (as such configurations are defined below).
Full Version	Includes the Licensed Components included in the Kernel Version, plus events and messaging capabilities, graphics capabilities, touch screen input, window management, and common controls. Any combination of the Kernel Version plus at least one of the following 5 configurations map to the Full Version runtime: Mingdi, Minwmgr, Minshell, Maxall, IESample
Data Exchange Version	Includes all Licensed Components included in the Full Version as well as the right to distribute CE Services, or Active Sync Version 3.0 ("ActiveSync").

(b) For purposes of the above chart in this Additional Licensing Provision, the following terms shall apply:

• Minkern- Builds a minimal version of Windows CE

• Mininput- Builds a version of Windows CE that features user input and native driver support

• Mincomm- Builds a version of Windows CE that features serial communications and networking

• Mingdi- Builds a version of Windows CE that features graphics device interface (GDI) support

• Minwmgr- Builds a version of Windows CE that features window management

• Minshell- Builds a nearly complete version of Windows CE that features Task Manager and the Command Processor Maxall- Builds a fully configured version of Windows CE that features communication applications IESample- Builds a fully configured version of Windows CE that includes Microsoft Internet Explorer for Windows CE Internet browser components

8. This Licensed Product enables data synchronization between the Embedded System and an end user's personal computer. In order to enable this data synchronization, COMPANY may distribute CE Services, or ActiveSync on CD disk for use only on Embedded Systems, provided that (i) COMPANY has previously acquired CE Services or ActiveSync as of the date of this Additional License Provision, and (ii) COMPANY shall:

   (a) either (i) reproduce the files itself on COMPANY premises using COMPANY employees, or (ii) order reproduction of the files from an AR. In the case of AR replication, COMPANY shall provide its master CD along with CD label art work to the AR, and the CE Services or ActiveSync files shall be distributed in the form and packaging as received from the AR. The CD shall not include any MS logo, copyright or trademark either on the media or on its packaging, except that the media label may identify CE Services or ActiveSync with the following or similar language: "This [CD/DVD] contains CE Services/Microsoft ActiveSync [version number]."

   (b) display a prominent notice to end users regarding the CE Services or ActiveSync components with which the Embedded System has been enabled to function. If COMPANY has not enabled the Embedded System to function with all components of CE Services or ActiveSync, COMPANY shall advise its end users accordingly;

   (c) conduct its own testing of CE Services or ActiveSync with its Embedded System(s) to COMPANY's own satisfaction. COMPANY hereby confirms its understanding that MS has conducted no tests or quality reviews to ensure that CE Services or ActiveSync will function, when used in conjunction with the Embedded System; and

   (d) distribute the CE Services or Active Sync CD only in the Embedded System package.

9. This Licensed Product consists of the following applications software: Pocket Word and Inbox. This Licensed Product may only be licensed if COMPANY is also licensing with either the Full Version or Data Exchange Version License Classes under this Additional Licensing Provision.

10. There are no COAs for Desktop Applications for Windows® CE Operating System for Embedded Systems, Version 2.12. The foregoing shall not, however, modify COMPANY's obligations to report distribution of this Licensed Product and pay the applicable royalty for the Licensed Product listed in the Product Table as required by this Additional Licensing Provision.

11. 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 all of 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.

12. 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. 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.

• **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.

• **CONNECTIVITY SOFTWARE.** Your DEVICE package may include either CE Services or Active Sync connectivity technology for the personal computer (collectively, "Connectivity Software") on a CD ROM disc. If the Connectivity Software is included with your DEVICE, you may install and use the component(s) of the Connectivity Software in accordance with the terms of the end user license agreement provided with such component(s). If no separate end user license agreement is provided, you may install and use only one (1) copy of such component(s) on a single computer with which you use the DEVICE.

• **NOTE ON COMPATIBILITY OF ACTIVESYNC.** Notwithstanding any online "help" files or other online information displayed by ActiveSync, neither MS, Microsoft Corporation, their affiliates nor their suppliers represents or makes any warranty that ActiveSync will operate in a specific manner or operate with any computer or computing device, whether or not such computer(s) or computing device(s) contain Microsoft Windows Operating System software or Microsoft Windows CE Operating System software.

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 [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.

- **UPDATE FEATURES.** If the SOFTWARE provides, and you choose to utilize, the update features within the SOFTWARE, it is necessary to use certain computer system, hardware, and software information to implement the features. By using this 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.

- **HANDWRITING RECOGNITION.** If the SOFTWARE includes handwriting recognition component(s), you should understand that handwriting recognition is an inherently statistical process; that recognition errors are inherent in the process; and that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither COMPANY, MS, Microsoft Corporation, their affiliates nor their suppliers shall be liable for any damages arising out of errors in the handwriting recognition process.

- **TRADEMARKS**. This EULA does not grant you any rights in connection with any trademarks or service marks of COMPANY, MS, Microsoft Corporation or their affiliates.

- **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 BELOW 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.