ADDITIONAL LICENSING PROVISIONS FOR RUNTIME LICENSES FOR:

Licensed Product Name and Version	Applicable Additional Licensing Provisions
Windows® Embedded CE 6.0 Operating System Professional Runtime	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 34
Windows® Embedded CE 6.0 Operating System Core Runtime	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 23, 30, 31, 35, 38, 41
Windows® Embedded CE 6.0 Operating System Runtime for Handheld GPS Devices	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 32, 34, 35, 40, 41
Windows® Embedded CE 6.0 Operating System Runtime for Set Top Boxes	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 33, 34, 35, 40, 41
Microsoft® Windows® CE Operating System For Embedded Systems, Professional Plus Version 5.0 Runtime	1, 2, 3, 4, 5, 6, 8, 9, 10, 18, 19, 21, 23, 30, 31, 34
Microsoft® Windows® CE Operating System For Embedded Systems, Professional Version 5.0 Runtime	1, 2, 3, 4, 5, 6, 8, 9, 10, 17, 19, 21, 23, 30, 31, 34
Microsoft® Windows® CE Operating System For Embedded Systems, Core Version 5.0 Runtime	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 23, 30, 31,35, 37
Windows® CE Operating System for Embedded Systems, Version 5.0 Runtime for Handheld GPS Devices	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 32, 34, 35, 39
Windows® CE Operating System for Embedded Systems, Version 5.0 Runtime for Set Top Boxes	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 33, 34, 35, 39
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Plus Version 4.2 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, 21, 30, 31, 34
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional version 4.2 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 19, 20, 21, 30, 31, 34
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Core Version 4.2 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 19, 20, 30, 31, 35, 36
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Plus Version 4.1 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 20, 27, 30, 31
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Version 4.1 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 20, 26, 30, 31
Microsoft® Windows® CE .NET Operating System for Embedded Systems Version 4.1 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 20, 30, 31
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Professional Version 4.0 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 25, 28, 30, 31
Microsoft® Windows® CE .NET Operating System for Embedded Systems, Version 4.0 Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 14, 15, 30, 31
Microsoft® Windows® CE Operating System for Embedded Systems, Professional Version 3.0 with Add-on Pack Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 22, 24, 30, 31
Microsoft® Windows® CE Operating System for Embedded Systems, Version 3.0 with Add-on Pack Runtime	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 22, 30, 31
Microsoft® Windows® CE .NET Core Version 4.2 Field Upgrade	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 19, 20, 29, 30, 31, 35, 36
Microsoft® Windows® CE .NET Professional Plus Version 4.2 Field Upgrade	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, 21, 29, 30, 31, 34
Microsoft® Windows® CE .NET Professional Version 4.2 Field Upgrade	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 19, 20, 21, 29, 30, 31, 34
Microsoft® Windows® CE Core Version 5.0 Field Upgrade	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 23, 29, 30, 31, 35, 37
Microsoft® Windows® CE Professional Plus Version 5.0 Field Upgrade	1, 2, 3, 4, 5, 6, 8, 9, 10, 18, 19, 21, 23, 29, 30, 31, 34
Microsoft® Windows® CE Professional Version 5.0 Field Upgrade	1, 2, 3, 4, 5, 6, 8, 9, 10, 17, 19, 21, 23, 29, 30, 31, 34
Windows® Embedded CE 6.0 Operation System Core Field Upgrade	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 23, 29, 30, 31, 35, 38, 41
Windows® Embedded CE 6.0 Operating System Professional Field Upgrade	1, 2, 3, 4, 5, 6, 8, 9, 10, 19, 21, 23, 30, 31, 34

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

1. 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 or Microsoft Windows CE .NET Platform Builder, version 4.2, Microsoft Windows CE Platform Builder, Version 5.0, Windows Embedded CE 6.0 Toolkit and (b) a valid, current Agreement.

2. (a) Notwithstanding anything to the contrary in the Agreement, COMPANY is not required to provide a EULA with this Licensed Product.

    (b) From time to time, MS and/or MSCORP may make additional code or Supplemental Code available for distribution with an Embedded System. The license terms for such additional code or Supplemental Code may require that COMPANY include EULA terms with its Embedded System; in such case, COMPANY agrees to distribute the EULA terms if COMPANY distributes the additional code or Supplemental Code. COMPANY should refer to the license terms for the additional code or Supplemental Code for further information.

3. Notwithstanding anything to the contrary in the Agreement, Section 2(b) of the Agreement does not apply to this Licensed Product.

4. COMPANY shall not refer to, or market, its Embedded Systems under the terms "Windows Automotive", "AutoPC", "Windows Mobile", "PocketPC", "Smartphone", "Smart Display" or "Portable Media Center".

5. (a) If an Embedded System includes the Systems Management Server client software or terminal services protocols (such as Remote Desktop Protocol or Independent Computer Architecture) to enable the Embedded System to connect to and access applications from a server, COMPANY shall comply with, and advise its end users that a maximum of ten (10) computers or other electronic devices may simultaneously connect to, access and use services of the Licensed Product on the Embedded System solely for remote access (including connection sharing). The ten-connection maximum includes any indirect connections made through "multiplexing", or other software or hardware which pools or aggregates connections.

    (b) Client access license(s) may be required for the Embedded System to connect to a server installed with a Microsoft server product (such as Microsoft Systems Management Server, Microsoft Windows NT Server or Microsoft Windows Server versions). End users should consult the end user license agreement(s) for the applicable Microsoft server product for additional information.

6. The Licensed Product may include handwriting recognition component(s). COMPANY acknowledges and understands that: (i) handwriting recognition is inherently a statistical process, (ii) recognition errors are inherent in the process, and (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 process.

7. The Licensed Product may include speech recognition component(s). COMPANY acknowledges and understands that: (i) speech recognition is inherently a statistical process, (ii) recognition errors are inherent in the process, and (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 speech recognition process.

8. 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 and is copied, unaltered and intact, into the Image of the applicable Embedded System.

9. To enable data synchronization between the Embedded System and an end user's personal computer, COMPANY may obtain the Licensed Product connectivity software files (hereafter known as the "ActiveSync files") and distribute the ActiveSync files, subject to the terms described below. MS hereby grants COMPANY the rights to distribute ActiveSync files in unmodified object code form either on a CD ROM or DVD disk (in either case, referred to herein as a "Companion CD") as provided in (c) below, or as a download from COMPANY's website as provided in (d) below provided that:

    (a) COMPANY shall distribute only those ActiveSync files that are appropriate (as indicated in the chart below) for use with the respective Licensed Product version licensed by COMPANY under this Agreement;

    (b) COMPANY shall obtain the ActiveSync files as indicated in the chart below for the respective Licensed Product version licensed by COMPANY under this Agreement;

ActiveSync Version 3.1	ActiveSync Version 3.5	ActiveSync Version 3.7	ActiveSync Version 4.2
Compatible with CE 3.0	Compatible with CE 3.0, CE .NET 4.0, CE .NET 4.1 and CE .NET 4.2	Compatible with CE .NET 4.2 and CE 5.0	Compatible with CE 6.0
Available at AR	Available at AR	Available at AR, and downloadable from Embedded Systems Website	Included with the Licensed Product

    (c) if the ActiveSync files are to be distributed to end users on a Companion CD, COMPANY may 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 that will go on the Companion CD to the AR, and the ActiveSync files shall be distributed in the form and packaging as received from the AR. Further, if distributed on a Companion CD, COMPANY may either (A) distribute one (1) copy of such media in the Embedded System packaging or (B) provide the media on a standalone basis to its licensed end users of an Embedded System. A Companion 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 ActiveSync with the following or similar language: "This [CD/DVD] contains Microsoft ActiveSync [version number]."

    (d) if the ActiveSync files are to be distributed to end users via download from COMPANY's website to a licensed end user of an Embedded System for installation onto the end user's personal computer, then, as part of the download, COMPANY shall clearly state the purpose of the ActiveSync files and the Embedded System with which end users may use the ActiveSync files;

    (e) COMPANY may include or request the MS Distributor to facilitate the inclusion of other software that COMPANY wishes to provide to an end user for use with an Embedded System on the Companion CD, provided that COMPANY owns or maintains effective licenses for such software ("COMPANY Software");

    (f) COMPANY shall not modify, obscure or omit any ActiveSync files nor shall COMPANY transfer or copy any ActiveSync files to any other media;

(g) Notwithstanding the above, COMPANY is not required to include all language versions of the ActiveSync files on the Companion CD; instead, COMPANY may include one or more language version(s) provided that COMPANY includes all files contained in the applicable language version(s) folder;

(h) COMPANY shall display a prominent notice on the Companion CD or with the download of the files from its website, as the case may be, to end users describing the system requirements for the desktop computer(s) with the ActiveSync files for which the end user may use the Embedded System;

(i) COMPANY shall conduct its own testing of the ActiveSync files 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 the ActiveSync files will function as set forth in the ActiveSync files display information, online help files, or otherwise, when used in conjunction with the Embedded System or with COMPANY Software;

(j) COMPANY hereby represents and warrants that it owns all right, title and interest in, or has all necessary rights to authorize the MS Distributor to facilitate the replication of the COMPANY Software. COMPANY shall defend, indemnify and hold harmless MS, Microsoft Corporation, their affiliates, and their suppliers from and against any and all third party claims or demands, or any other liability or damages whatsoever arising out of or related to the replication, licensing, distribution, or use of the COMPANY Software;

(k) COMPANY shall defend, indemnify and hold harmless MS, Microsoft Corporation, their affiliates, and their suppliers from and against any and all third party claims or demands, or any other liability or damages whatsoever arising out of or related to the ActiveSync files and the replication, licensing, distribution, or use thereof; and

(l) if COMPANY distributes any additional ActiveSync files appropriate to a particular Licensed Product (as indicated in the chart above) to end users separate from the ActiveSync files with which the Embedded System was previously distributed, COMPANY shall offer the ActiveSync files at no charge except that COMPANY may charge its reasonable cost of materials and shipping and handling costs.

10. For the purposes of this Agreement, the Licensed Product Deliverables for this Licensed Product shall include the eMbedded Visual Tools 3.0 or eMbedded Visual C++ (eVC++) software tools. COMPANY may use the tools for the Licensed Product on the terms and conditions of the applicable eVT 3.0 or eVC++ end user license agreement validly agreed to by COMPANY for the purpose of creating a software application that runs in conjunction with this Licensed Product. 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 eVT 3.0 or eVC++ end user license agreement and distribute such application together with the Licensed Product Binaries, provided that the distribution of the Licensed Product Binaries otherwise complies with the terms of this Agreement.

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

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

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

14. There are no COAs for the Windows CE Operating System for Embedded Systems Version 4.0. 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 the Windows CE Operating System for Embedded Systems Version 4.0.

15. COMPANY may not include in the Image, nor distribute in any manner, any .NET Compact Framework Technology Preview files, as defined in the Licensed Product Deliverables, ("Preview Files"). COMPANY should refer to the Licensed Product Deliverables documentation for instructions on limited permitted use of the Preview Files.

16. COMPANY may not include in the Image, nor distribute in any manner, any .NET Compact Framework Beta ("Beta") files. COMPANY should refer to the Licensed Product Deliverables documentation for instructions on limited permitted use of the Beta files.

17. The runtime license for this Licensed Product includes a license to distribute all "REDISTRIBUTABLES" (as defined in the end user license agreement included in the Licensed Product Deliverables for the Licensed Product) other than the Microsoft File Viewers.

18. The runtime license for this Licensed Product includes a license to distribute all "REDISTRIBUTABLES" (as defined in the end user license agreement included in the Licensed Product Deliverables

19. If an Embedded System includes Server Message Block (SMB) protocol for file and print services, COMPANY shall comply with, and advise its end users of the maximum number of computers or other electronic devices that may simultaneously connect to, access and use the file and print services of the Licensed Product on the Embedded System, as indicated in the chart below for the respective Licensed Product. The applicable connection maximum indicated below includes any indirect connections made through "multiplexing", or other software or hardware which pools or aggregates connections. Such Embedded System shall be limited to the following characteristics: one 32-bit processor, no more than 512 MB RAM, no more than 200 GB of shared storage and no hot swap memory or clustering capabilities.

Product Name and Version	Connection Maximum for File Services	Connection Maximum for Print Services
Windows CE .NET Core Version 4.2 Windows CE Core Version 5.0 Windows CE Version 5.0 for Handheld GPS Devices Windows CE Version 5.0 for Set Top Boxes Windows CE 6.0 Core Windows CE 6.0 for Handheld GPS Devices Windows CE 6.0 for Set Top Boxes	2 connections	10 connections
Windows CE .NET Professional Version 4.2 Windows CE .NET Professional Plus Version 4.2 Windows CE Professional Version 5.0	10 connections	10 connections

Windows CE Professional Plus Version 5.0 Windows CE 6.0 Professional		

20 If the Licensed Product Deliverables include a version of Microsoft Visual Studio .NET Professional, Trial Version, COMPANY may use the version of the Microsoft Visual Studio .NET Professional, Trial Version included in the Licensed Product Deliverables only in accordance with its end user license agreement.

21. COMPANY shall provide the following notice to end users as part of the Embedded System documentation or packaging:

"**NOTICE REGARDING VIDEO STANDARDS**.

THIS PRODUCT IS LICENSED UNDER ONE OR MORE VIDEO PATENT PORTFOLIO LICENSES SUCH AS AND WITHOUT LIMITATION VC-1 AND MPEG4 PART2 VISUAL FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO:

(i) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS LICENSED UNDER SUCH PATENT PORTFOLIO LICENSES AND/OR

(ii) DECODE VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH PATENT PORTFOLIO LICENSES.

SUCH LICENSE EXTENDS TO THIS PRODUCT ONLY AND ONLY TO THE EXTENT OF OTHER NOTICES WHICH MAY BE INCLUDED IN THIS DOCUMENT. THE LICENSE DOES NOT EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS LICENSED PRODUCT IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE HTTP://WWW.MPEGLA.COM."

22. (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.

23. If an Image included by COMPANY on an Embedded System includes MS' error reporting functionality, COMPANY shall not enable such error reporting functionality by default and shall ensure that this functionality will only operate if the end user intentionally activates it. COMPANY may only implement such error reporting functionality with MS' standard error report dialog. In the event the Embedded System does not include a user interface (i.e. is a headless device), COMPANY may only implement error reporting functionality by using MS' standard error report dialog intended for a client device without a user interface.

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

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

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

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

28. There are no COAs for the Windows CE Operating System for Embedded Systems Professional Version 4.0. 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 the Windows CE Operating System for Embedded Systems Professional Version 4.0.

29. COMPANY may not license this Licensed Product unless COMPANY has in effect a Microsoft OEM Customer License Agreement for Field Upgrades (2004 Version or Version 3.0), and COMPANY has acquired at least one License 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 Licensed Product Binaries downloaded as part of a Field Upgrade Image pursuant to Section 2(e) of the Microsoft OEM Customer License Agreement for Field Upgrades (2004 Version or Version 3.0), during the immediately preceding calendar month.

30. 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.

31. Standards.

(a) "Patent Pools" means any necessary patent and other intellectual property licenses with respect to patent pools in which MS or MSCORP participates now or in the future.

(b) For the purposes of this Licensed Product, the definition of "Standards" (as used in Section 2(u) of the Microsoft OEM Customer License Agreement for Embedded Systems) means telecom standards, CODEC standards, and Patent Pools.

In addition to the standards listed in Section 2(u), Standards also include, without limitation:

- MPEG (audio and video)

- and any successors or derivatives of these

- as well as any rights granted by patent pool licenses offered by licensing agencies such as MPEGLA, Via Licensing, and HDMI Licensing.

MS may update this list for COMPANY's reference purposes on the ECE.

(c) For this Licensed Product, MS's duty to defend patent Claims does not include patents that are alleged to be infringed by or essential to an implementation of a Standard and/or Patent Pool, for which no defense or indemnity obligation from MS Parties applies.

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

The Embedded System must:

(a) Have an integrated, hardware based, global positioning satellite radio signal receiver that is not removable by the End User.

(b) Have a rechargeable battery that powers the device GPS functions during its handheld use.

(c) Be sold to the End User for use as a GPS handheld as one of its main functions.

(d) Must not have an integrated microphone.

33. This Licensed Product is designed solely for use in set-top boxes.

The Embedded System must:

(a) Be designed primarily for entertainment purposes by the End User.

(b) Require the connection to an electrical outlet for operation

(c) Not have a battery as its main source of power during End User operation.

(d) Receive content from an operator or LAN/WAN service, decode this content, and generate a proper A/V output to be used as a TV set input.

34. Beginning Jan. 1, 2007, Microsoft Corp. will discontinue payments of royalties associated with the licensing of the MPEG-4 Part 2 Visual encoder technology to MPEG-LA. MPEG-LA (see http://www.mpegla.com) is a legal entity managing a licensing program for MPEG-4 Part 2 Visual Coding technologies. Royalty fees for the MPEG-4 Part 2 Visual will be paid for encoding products sold by Dec. 31, 2006. Payment of any content fees associated with the use of the encoder in these products continues to be the responsibility of the end-users of the products.

OEM partners who wish to continue shipping a Microsoft implementation of the MPEG-4 Part 2 Visual encoder past Dec. 31, 2006 may contact Microsoft Corp. to obtain a licensing agreement for the aforementioned MPEG-4 Part 2 Visual encoder dlls.

Letters should be sent via email to wmla@microsoft.com or to the following postal address:

Microsoft Corporation

Attn: DMD Licensing

One Microsoft Way

Redmond, WA 98052 USA

OEM partners signing this agreement will be responsible for payment of the royalties associated with the MPEG-4 Part 2 Visual encoder. Partners should contact MPEG-LA to get the necessary license rights; for further details, see http://www.mpegla.com/m4v and http://www.mpegla.com/m4v/m4vweb.ppt.

35. The following table is referenced by Additional Licensing Provisions 36, 37, 38, 39, and 40.

Feature Category:		Product Category				
		A	B	C	D	E
General	ActiveSync (Inbox Sync)	x	x	x	x	x
	ActiveSync (Pocket Outlook Database Sync)	x	x	x	x	x
	AV Renderer Sample	x	x	x	x	x
	AYGShell API Set	x	x	x	x	x
	Bluetooth LAP and Configuration Utility	x	x	x	x	x

	Help	x	x	x	x	x
	Inbox	x	x	n/a	x	n/a
	Pocket Outlook Object Model API	x	x	x	x	x
	RAS/PPTP Server	x	x	x	x	x
	Remote Desktop Protocol (RDP) and subcomponents	x	x	x	x	x
	Standard SDK for Windows CE (AYG)	x	x	n/a	x	n/a
	Standard SDK for Windows Embedded CE (AYG)	n/a	n/a	x	n/a	x
	Transcriber Handwriting Recognition Engine and Application and subcomponents	x	x	x	x	x
	Windows Messenger	x	x	x	x	x
	Windows Thin Client Shell	x	x	x	x	x
Viewers	Microsoft Excel Viewer	x	x	n/a	x	n/a
	Microsoft Image Viewer	x	x	n/a	x	n/a
	Microsoft PowerPoint Viewer	x	x	n/a	x	n/a
	Microsoft Word Viewer	x	x	n/a	x	n/a
Media	Streaming Media Playback	x	x	x		
	Windows Media Player (OCX)	x	x	x		
	Windows Media Player (WMP) application	x	x	x		
	WMA,WMV, and MP3	x	x	x		
Other	Digital Video Recorder (DVR) Engine	n/a	x	x		
	Graphical Shell (AYG shell, thin client)	x	x	x	x	x
	Internet Explorer and subcomponents	x	x	x		
	Internet Explorer (Pocket IE)	x	x	x	n/a	n/a
	Networked Media Device user interface (NMD UI)	n/a	n/a	x	n/a	
	Speech Recognition Engine	x	x	n/a	x	n/a
	Windows Network Projector and subcomponents	n/a	n/a	x	n/a	x

36. Licensed Product does not include a license to distribute any of the Windows CE Catalog features in Column A of Additional Licensing Provision 35.

37. Licensed Product does not include a license to distribute any of the Windows CE Catalog features in Column B of Additional Licensing Provision 35.

38. Licensed Product does not include a license to distribute any of the Windows CE Catalog features in Column C of Additional Licensing Provision 35.

39. Licensed Product does not include a license to distribute any of the Windows CE Catalog features in Column D of Additional Licensing Provision 35.

40. Licensed Product does not include a license to distribute any of the Windows CE Catalog features in Column E of Additional Licensing Provision 35.

41. This Licensed 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.

Important Notice Regarding Distribution in France. Until otherwise notified by MS, Windows® Embedded CE 6.0 Licensed Products may not be directly or indirectly distributed within or to the geographic boundaries of France and its territories. COMPANY shall advise its Channel of such distribution limitations.

Notice: Additional Licensing Provision 31 is hereby replaced with:

31. Standards.

(a) For the purposes of this Licensed Product, the definition of "Standards" means telecom and CODEC standards (including any successors or derivatives) as well as any rights offered by patent pool licensing agencies such as MPEGLA, VIA Licensing and HDMI Licensing.

Examples include, without limitation:

- Global System for Mobile (Communications) (GSM)

- General Packet Radio Services (GPRS)

- Code Division Multiple Access (CDMA)

- Single Carrier Radio Transmission Technology (CDMA/1xRTT)

- MPEG (audio and video)

MS may update this list for COMPANY's reference purposes on the ECE.

(b) COMPANY agrees that MS has not granted to COMPANY under this License Agreement any necessary patent and other intellectual property of third parties with respect to Standards.

(c) COMPANY agrees that MS has not granted to COMPANY under this License Agreement any necessary patent and other intellectual property licenses with respect to patent pools in which MS or MSCORP participates now or in the future.

(d) For this Licensed Product, MS's duty to defend patent Claims does not include patents that are alleged to be infringed by or essential to an implementation of a Standard.