ADDITIONAL LICENSING PROVISIONS FOR RUNTIMES FOR

Licensed Product Name and Version	Applicable Additional Licensing Provisions
Windows ® CE Operating System for Windows ® - Based Terminal Devices version 1.5	1,2,3,4,5

The following license terms apply to Windows CE Operating System for Windows-Based Terminal Devices 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 license terms below shall supersede any inconsistent terms in the General Terms and Conditions of your Agreement.

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

(b) MS and COMPANY acknowledge and agree that notwithstanding any provision to the contrary in 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 this Agreement in accordance with, and for such purposes as permitted by, its end user license agreement.

(2) With respect to the Platform Builder 2.12 components, COMPANY's distribution license granted hereunder shall apply only to the Full Operating System configuration which is described in the Platform Builder 2.12 documentation.

(3) (a) COMPANY is not licensed to, and agrees that it will not, modify, in any way, or delete any aspect of the Licensed Product software (including, without limitation, any features, shortcuts, icons, "wizards", folders (including sub-folders) or programs of Licensed Product software) as delivered in the Licensed Product Deliverables, except if and as specifically permitted below. In particular, and without limitation, this means that COMPANY is not licensed to and agrees that it will not:

(i) Modify or obscure, in any way, the sequence or appearance of any screens displayed by the Licensed Product software as delivered by MS Distributor.

(ii) Display any visual or audio content from power on through and including the time that the Embedded System has displayed the Licensed Product software initial user interface screen ("UI Screen"), except: (i) as provided in section (3)(a)(iii) below, (ii) for the presentation of COMPANY's brand logo(s) and the required Licensed Product logo(s) in accordance with the MSCORP system specifications for Windows-Based Terminal Devices and the applicable logo license, or (iii) for diagnostic notices or interactive prompts required for hardware or device driver initialization.

(iii) Modify or obscure, in any way, the appearance of the initial UI Screen displayed when the Embedded System is initially powered on, (including without limitation, the addition or modification of background wallpaper bitmaps); provided, however, that COMPANY may add icons or folders to the UI Screen provided that any such icons are the same size as, and substantially similar in shape to, icons included on the UI Screen as delivered by MS Distributor and that any such folders are the same size, shape and appearance as folders included on the UI Screen as delivered by MS Distributor.

(iv) Preconfigure any programs (including without limitation any "shells", "screen savers" or "welcome" scripts), "wizards" or other content except for device drivers necessary to support preinstalled or preconfigured hardware devices (e.g., network interfaces, LCD panels, or keyboards), terminal emulation clients, or system administration support to be enabled, run or initialized automatically (i.e. without requiring a deliberate act of the end user) from an icon or folder on the UI Screen or otherwise without a deliberate act by the customer. By way of example only, and without limiting the generality of the foregoing, COMPANY agrees that it shall not populate with any programs or other content the Licensed Product software "Start-up" directory, initialization or other files in any manner which will cause any program or content (except specifically noted above in this (3)(a)(iv)) to run or load automatically unless the customer has taken a prior deliberate action.

(v) Modify or add content to any directories installed by the Licensed Product software.

(vi) Enable end user applications (i.e., programs that process data for the end user and are not required for the Embedded System to operate or function) to run locally on the Embedded System with the exception of device drivers, terminal emulation software, and system administration support software as set forth in (3)(a)(iv) above, or an onscreen keyboard. All end user applications utilized on the Embedded System must reside upon and operate only on the server to which the Embedded System is connected.

(4) Embedded Systems must pass the MSCORP Compatibility Test. "MSCORP Compatibility Test" means the then standard suite of tests conducted by MSCORP to determine whether COMPANY's Embedded System is compliant with the MSCORP testing and compatibility requirements for the Licensed Product. To obtain additional information regarding the MSCORP Compatibility Test, COMPANY should contact its MS Distributor.

(5) In addition to the EULA terms set forth in Attachment A to your Agreement, COMPANY shall include the following EULA terms in the EULA for the Licensed Product:

➢ If you use the DEVICE to access or utilize the services or functionality of Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions), or use the DEVICE to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows NT Server 4.0 or Microsoft Windows 2000 Server, 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 Microsoft Windows NT Server 4.0 or Microsoft Windows 2000 Server for additional information.

➢ **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.

➢ **Additional Software/Services.** The SOFTWARE may permit [*COMPANY*], MS, Microsoft Corporation or their affiliates to provide or make available to you SOFTWARE updates, supplements, add-on components, or Internet-based services components of the SOFTWARE after the date you obtain your initial copy of the SOFTWARE ("Supplemental Components").

1. If [*COMPANY*] provides or makes available to you Supplemental Components and no other EULA terms are provided along with the Supplemental Components, then the terms of this EULA shall apply.

2. If MS, Microsoft Corporation or their affiliates make available Supplemental Components, and no other EULA terms are provided, then the terms of this EULA shall apply, except that the MS, Microsoft Corporation or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

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