

MICROSOFT EVALUATION SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS EMBEDDED 8 INDUSTRY PRO

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- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.

By using the software, you accept these terms. If you do not accept them, do not use the software.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS

a. Installation and Use

- You may install and use any number of copies of the software on your Industry System solely for the purpose of internal evaluation and demonstration.
- You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

b. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

2. Demonstration Rights. You may demonstrate, or deliver for demonstration use to potential customers, a total of three Microsoft Windows Embedded Industry 8 devices developed by you through your use of the software ("Demonstration Device"). You may only demonstrate and deliver Demonstration Devices to customers that are under non-disclosure obligations that provide no less protection for the software than currently applies under this agreement. When you deliver a Demonstration Device to a customer, you must obtain from the customer a legally valid and binding evaluation license agreement ("Customer Agreement"). Each Customer Agreement must include the following terms:

- limit the customer's use of the Demonstration Device solely to evaluation purposes, and expressly prohibit any distribution;
- require the customer to return the Demonstration Device within ninety days of delivery and terminate the customer's license to use the Demonstration Device at that time;
- name Microsoft as an intended third party beneficiary with the right to enforce the terms of the Customer Agreement;
- disclaim any and all warranties for the Demonstration Device;
- disclaim Microsoft's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Demonstration Device; and
- require the customer to comply with relevant export laws and regulations.

3. MANDATORY ACTIVATION. To prevent its unlicensed use, you will not be able to use the software if you do not activate it as described during installation. You can activate the software by Internet; Internet service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate until you do.**

4. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below connect to Microsoft or service

provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see go.microsoft.com/fwlink/?LinkId=251212. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Accelerators.** When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=239590.
- **Cookies.** If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at go.microsoft.com/fwlink/?linkid=74170.
- **Customer Experience Improvement Program (CEIP).** This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see go.microsoft.com/fwlink/?LinkID=52097.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.
- **Error Reports.** This software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Sometimes reports contain information about other programs that interact with the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify or contact you. To learn more about error reports, see go.microsoft.com/fwlink/?linkid=50293.
- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.
- **Malicious Software Removal.** If you use Windows Update, at least once each month the software will scan for and remove from your computer the malware listed at go.microsoft.com/fwlink/?linkid=241725. After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.
- **Microsoft Error Reporting Service.** This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. As part of setup and installation, the Microsoft Error Reporting Service sends to Microsoft information about setup and installation failures in order to attempt to diagnose the problem. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.

- **Network Awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- **Plug and Play and Plug and Play Extensions.** Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.
- **Search Provider Update.** The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see go.microsoft.com/fwlink/?linkid=239590.
- **SmartScreen Filter.** If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement go.microsoft.com/fwlink/?linkid=239590. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.
- **Windows Defender.** If turned on, Windows Defender will search your computer for many types of malicious software, including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.
- **Windows Digital Rights Management technology.** Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at go.microsoft.com/fwlink/?linkid=104605.
- **Windows Rights Management Services.** The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. You may choose not to use this feature.

- **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
 - **Windows Update.** If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.
- b. **Use of Information.** We may use the computer information, accelerator information, and malware reports, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
5. **PRODUCT KEY.** An evaluation product key is required to install and use the software. You may obtain an evaluation product key from windowsembedded.com. After installing the product key, the software will prompt you to activate. You are required to activate the product online within 10 days after installing.
6. **TIME-SENSITIVE SOFTWARE.** The software will stop running one hundred eighty days after you install it. You will not receive any other notice. You may not be able to access data used with the software when it stops running.
7. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see microsoft.com/licensing/userights. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
8. **NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.** This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:
- USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.
- If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; mpegla.com.
9. **NOTICE ABOUT THE AVC/H.264 VISUAL STANDARD.** This software may include AVC/H.264 video decoding technology, MPEG LA, L.L.C. requires this notice:
- THIS PRODUCT IS LICENSED UNDER THE AVC/H.264 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE AVC/H.264 STANDARD ("AVC/H.264 VIDEO") OR (B) DECODE AVC/H.264 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 AVC/H.264 VIDEO. NO LICENSE IS GRANTED OR WILL BE IMPLIED FOR ANY OTHER USE.
- If you have questions about the AVC/H.264 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.
10. **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:
- THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1

VIDEO") OR (B) DECODE VC-1 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 VC-1 VIDEO. NO LICENSE IS GRANTED OR WILL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; mpegla.com.

- 11. NOTICE ABOUT THE MP3 AUDIO STANDARD.** This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service such as runtimes that you develop using this software. You are responsible for determining and securing license rights to include the MP3 audio technology in your commercial products and services that you develop using this software.
- 12. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
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- 14. Legal Effect.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 15. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.
- This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
 - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.
- 16. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 17. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 18. APPLICABLE LAW**
- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.