

**ADDITIONAL TERMS
FOR RUNTIME LICENSES FOR**

Product Name and Version	Applicable Additional Terms
Microsoft® Windows® XP Embedded Runtime	1-10, 12
Microsoft® Windows® XP Embedded Runtime Field Upgrade	1-12
Microsoft® Windows® XP Embed China Only (ESD)	1-10, 12, 14
Microsoft® Windows® Embedded Standard Runtime (ESD)	1-7, 9, 10, 13
Microsoft® Windows® Embedded Standard Runtime Field Upgrade (ESD)	1-7, 9-11, 13
Microsoft® Windows® Embedded Standard China Only Runtime (ESD)	1-7, 9, 10, 13-14
Windows® Embedded Standard 7 Runtime (WS7E) (ESD)	1-6, 8, 9, 15-24
Windows® Embedded Standard 7 Runtime (WS7P) (ESD)	1-6, 8, 9, 16-24, 26
Windows® Embedded Standard 7 Runtime Field Upgrade (WS7E) (ESD)	1-6, 8, 9, 11, 15-24
Windows® Embedded Standard 7 Runtime Field Upgrade (WS7P) (ESD)	1-6, 8, 9, 11, 16-24, 26
Windows® Embedded Standard 7 Runtime (WS7E) China Only (ESD)	1-6, 8, 9, 14-24
Windows® Embedded Standard 7 Runtime (WS7P) China Only (ESD)	1-6, 8, 9, 14, 16-24, 26
Windows® Embedded Standard 7 Runtime (WS7C) (ESD)	1-6, 8, 9, 15-26

The following ATs (formerly ALTs) apply to the Products (formerly Licensed Products) 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 ALTs supersede any inconsistent terms in the General Terms and Conditions of the Agreement. The applicable ATs shall supersede any inconsistent terms in 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.

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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 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 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**" for Windows XP Embedded Products and Windows Embedded Standard Products or –"**File and Printer Sharing on Windows Embedded Standard 7**" for Windows Embedded Standard 7 Products, both available at the following URL:
<http://www.windowsembedded.com/standardwhitepapers>.

4. Splash Screen

The "Splash Screen" means the 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:

- (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.

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If the Embedded System is designed to enable the Remote Boot feature, then instead of installing the 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"),
 - (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 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 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 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 license this Product unless Company has in effect a Microsoft OEM Customer License Agreement for Field Upgrades, and Company has acquired at least one Product runtime

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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 MS Binaries downloaded as part of a Field Upgrade Image pursuant to section 2(e) of the Microsoft OEM Customer License Agreement for Field Upgrades, during the immediately preceding calendar month.

12. End of License for XP Embedded Products

Company's license to distribute this Product shall expire on the earlier of (i) cancellation or expiration of the Agreement, or (ii) January 30, 2017.

13. End of License for Windows Embedded Standard Products

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

14. Limited Distribution Products for China

This Product may only be distributed by or for Company within or to mainland China.

15. Multiple Language Versions

(a) Installation. Company may install one or more available language versions of these Products with each Embedded System. If Company installs more than one language version, then Company must:

- Use a utility that allows the End User to choose only one language version of these Products for the Embedded System. Any backup or recovery copy of these Products must give each End User access to install or recover only one language version of the Product;
- Clearly notify each End User that only one language version may be accessed. For example, this may include notice in advertising, on Embedded System packaging, and on point of purchase materials. Company must translate and adapt the notice as required for any region to which Company distributes these Products; and
- Pay the highest royalty applicable to the language versions distributed.

(b) Recovery Image

- Company may provide the End User with a Recovery Image, as set forth in section 2(e) and 2(f) of the Agreement, for each language version of this Product installed on the Embedded System. The Recovery Image must use a utility that allows End Users to install or recover only the one language version of the Product selected by the End User upon the initial boot of the Embedded System.
- If Company provides multiple disks (CD, DVD, or Blu-ray Disc), then Company must provide a utility that links each disk to the other media in the set. The link may be to a master disk or to each subsequent disk. The link is required to prevent separation of the overall set of disks.

(c) APM and Manual

- Company may distribute more than one language version of the APM, excluding any recovery or external media, with this Product. Company must have installed each of those language versions on the Embedded System.

- Company may distribute a copy of the manual for each Product directly to an End User upon the End User's request. Company also may permit an AR to distribute the copy of the manual to that End User. The manual must correspond to the language version of the Product selected by that End User upon the initial boot of the Embedded System.

16. Virtualization

Company may only preinstall this Product configured to run directly on a physical hardware system. Company must not install this Product within any virtual (or otherwise emulated) hardware system, except as provided in AT 17 below for the use of the VHD Boot feature.

17. VHD Boot

Company may create an Image solely in a fixed format using this Product's Virtual Hard Disk functionality ("VHD Image") and pre-install and distribute one or more copies of the VHD Image in the Embedded System only as provided in this AT 17. If Company distributes an Embedded System with an Image installed on the Embedded System's physical hard disk, the VHD Images must be used only for maintenance or updating of the Image installed on the physical hard disk. If the Embedded System includes only VHD Images and no Image is installed on the physical hard drive, one copy of the VHD Image may be used as the primary operating system of the Embedded System, but all other copies of the VHD Image must be used only for maintenance or updating of the primary operating system Image. For clarity, unless a VHD Image is the primary operating system on the Embedded System, VHD Images must not be used to perform any Embedded Application functions.

18. End of License - Windows Embedded Standard 7

Company's license to distribute this Product shall expire on the earlier of (a) cancellation or expiration of the Agreement, or (b) July 27 2025.

19. OEM Embedded Activation

Company shall implement OEM Embedded Activation ("OEM EA") to pre-activate the MS Binaries during the Embedded System manufacturing process.

Company must comply with the following requirements:

- (1) General.** Company must comply with all OEM EA requirements contained in the Embedded Activation application and process documentation located on ECE.
- (2) Recovery Image.** The Recovery Image for this Product must include OEM EA.
- (3) Default.** Company shall pay MS, as the Default Charge, an amount equal to 130% of the royalty for this Product for each Embedded System with this Product that Company distributes without OEM EA. MS also reserves the right to terminate Company's right to implement and distribute EA technology or immediately terminate the Agreement. In addition, MS may require Company to re-create Images with a new OEM EA key.

20. Dolby Technology. Dolby Laboratories requires this notice:

This Product includes audio encoding and decoding technology from Dolby Laboratories. Microsoft has licensed Dolby's two-channel decoder for use in this Product. Company is not licensed for Dolby Digital Plus decoder for decoding more than two channels and the Dolby Digital consumer encoder, and Company must separately license such technologies from Dolby. Company agrees to obtain the license(s) and to pay applicable royalties and other fees. Dolby considers failure to obtain such licenses to be infringement of Dolby Laboratories

intellectual property rights. Company may apply for a license from Dolby Laboratories using the following URL:

<http://www.dolby.com/professional/technology/licensing/getting-licensed.html>

If you have questions for Dolby Laboratories, Company may contact Dolby Laboratories at the following email address:

licensinginquiries@dolby.com

Dolby, Dolby Digital Plus, Dolby Digital Stereo Creator and the double-D symbol are registered trademarks of Dolby Laboratories. Any use of those marks requires a separate license from Dolby.

21. Windows Update Agent and Software Update Services

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

(a) Definitions

- (1)** "Critical Update" means Windows Updates designed to address either
 - (i)** the propagation of an internet virus or worm without End User action; or
 - (ii)** a compromise of the confidentiality, integrity, security, or availability of End Users data or of the integrity or availability of process resources.
- (2)** "SUS Server Component" means the Microsoft Software Update Services server component, Version 1.0, and future versions of it.
- (3)** "Windows Updates" are the updates made available for the Product. Such updates are located on the MSCORP Windows Update server or corporate End User server.
- (4)** "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. 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 from the MSCORP Windows Update server or through a corporate End User's 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)** If Company includes the WUA Component on an Embedded System; MS may provide Critical Updates directly to the Embedded System through the MSCORP Windows Update server on behalf of the Company.
- (3)** 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.

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However, if an End User is not using the SUS Server Component for the Embedded Systems, then Company is responsible for only section (iii) above for Critical Updates provided by MS directly to that End User's Embedded Systems.

- (4) Company shall indemnify and defend MS and its Suppliers from and against all damages (including attorney's fees) arising from the installation of Windows Updates on Embedded Systems using the WUA Component and use of those Windows Updates.

22. Limited Distribution

- (a) The Traditional Chinese language version located in the multilingual user interface pack for this Product may not be distributed in People's Republic of China (which for the purpose of this agreement does not include the Hong Kong and Macao Special Administrative Regions).
- (b) The Taiwanese language version located in the multilingual user interface pack for this Product may be distributed only in Taiwan.
- (c) Company will defend, indemnify and hold harmless MS Parties against all third party claims, demands, liability or damages resulting from Company's failure to notify its Channel of these limits.

23. Certain Features Not Included

The table below lists many features that may be included in this Product. The name of this Product is at the top of one of the columns in the table below. Each feature marked with an "x" in that column is **not** included in Company's license for this Product.

Category	Component/Feature name	WS7C SKU	WS7E SKUs	WS7P SKUs
Consumer	Windows Defender (AntiMalware)	x	x	
Consumer	Create and Play DVDs		x	
Consumer	Device Stage	x	x	
Consumer	Home Group		x	
Consumer	Home media streaming, including Play To		x	
Consumer	Parental Control	x	x	
Consumer	Photo Viewer	x	x	
Consumer	Snipping Tool, Sticky Notes, Windows Journal	x	x	
Consumer	Windows Media Center		x	
Embedded Enabling Features	Boot from CD/DVD	x	x	x
Enterprise	Enterprise Search Scopes	x	x	
Enterprise	Windows XP Mode	x	x	x
Graphics and Multimedia	Dolby Digital Plus Codecs (license required)	x	x	x
International	Multilingual User Interface Packs	x	x	
Management	Remote Boot	x	x	x
Networking	BranchCache	x	x	
Networking	DirectAccess	x	x	
Networking	Join a Domain and Group Policy Controls	x		
Other	Virtual Desktop Infrastructure (VDI) Enhancements	x	x	x
Remote Connections	Remote Media Streaming		x	
Security	Encrypting File System	x		
Security	Bitlocker Secure Startup	x	x	
Security	Applocker	x	x	
Security	Bitlocker	x	x	
Security	Bitlocker-to-go	x	x	
User Interface	Tablet PC Support	x	x	
User Interface	Windows Touch (Multi-Touch Support)	x	x	

24. Digital Media Technology

The MS Binaries for this Product include digital media technology that is subject to certain use requirements. The Documentation for this Product includes the terms that apply to installation

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and use of this technology in Embedded Systems, and Company must comply with those requirements when it creates and installs the Image. MS publishes the Documentation on ECE and MOO from time to time. Any changes to the Documentation will become effective on the 180th day following the date on which the revised Documentation appears on ECE and MOO.

25. Connected Media Devices

- (a) Product Definition and Description.** This Product is designed solely for use in Connected Media Devices. "Connected Media Device" means a networked Embedded System that provides multi-media playback or media consumption functionality, e.g., networked TVs, DVR players, DVD or Blu-Ray players, set-top boxes and receivers.
- (b) General Requirements.** The Connected Media Device must:
- (i)** Be marketed and sold primarily as a consumer-oriented Connected Media Device;
 - (ii)** Not be sold to Enterprise Customers or for enterprise use;
 - (iii)** Not be intended for use primarily as a handheld device;
 - (iv)** Provide a visual and/or audio experience optimized for a 10 Foot Experience (see section c below); and
 - (v)** Require a connection to an electrical outlet as the primary power source during End User operation.
- (c) 10 Foot Experience.** For purposes of this AT 25, "10 Foot Experience" means that the Connected Media Device has a graphical user interface designed to display on a large screen such as a TV and can be operated with a consumer electronics remote control without the need for a keyboard or mouse. Also, the elements in the graphical user interface (e.g., menus, icons, text fonts) must be sized and presented so that End Users can easily read them from a distance of ten feet from the display.
- (d) Embedded Application.** Notwithstanding section 2(a) of the Agreement, the Connected Media Device is not required to include an Embedded Application.
- (e) Desktop Functions.** Notwithstanding section 2(a) in the Agreement, the Connected Media Device may be designed, and may be used by End Users, to perform Desktop Functions separate from any Embedded Application but those functions must be in view mode only, i.e., the Connected Device may not be used to create, modify or delete any data, content or other text.
- (f) Additional Software.** For purposes of this Product only,
- (i)** "Additional Software" means software that is added to the Embedded System (after installation of the original Image), and
 - (ii)** section 2(b) of the Agreement will not apply and is replaced in its entirety by the following:
 - Section 2(b) Additional Software and Support Software for Embedded Systems**
 - (1)** OEM Parties must provide clear installation and use instructions for any Additional Software and Support Software that OEM Parties distribute.
 - (2) Installation by End Users.** OEM Parties may allow End Users to install Additional Software and/or Support Software. Only OEM Parties, MS Parties, or media service operators (e.g. cable companies, satellite providers, etc.) may distribute the Additional Software or Support Software. Company must ensure that any Additional Software or Support Software distributed by the media service operators complies with the requirements for Connected Media Devices under this AT 25 and has been tested successfully for use on the Connected Media Device.
- (g) User Interface Experience.** Company's Image and any Additional Software installed on the Connected Media Devices by Company, media service operators, or End Users must function in the full screen 10 Foot Experience for media consumption. The user interface must also not be

capable of providing any traditional personal computing desktop experience that could be made available through the Product, internet browsing or through a custom application.

26. Updates for Media Playback Features

This Product includes media playback features which have mechanisms for automatically receiving updates directly from MSCORP. If Company's Image includes any of these media playback features (listed below), Company may activate the MPU Components (defined below) on an Embedded System, subject to the terms of this AT. The specific media playback features that may receive these updates are as follows:

- (1)**Microsoft Media Center Internet TV; and
- (2)**Microsoft Media Center Electronic Programming Guide (EPG).

(a) Definitions

- (1)**"Media Playback Features" means the media playback features listed above.
 - (2)**"Media Playback Updates" are the updates made available for the Media Playback Features. Such updates are located on and distributed from MSCORP servers.
 - (3)**"MPU Components" means the functionality in the Media Playback Features which enables automatic installation of Media Playback Updates in the Image on the Embedded System. The MPU Components are included in the Product and may be activated by Company.
- (b)**If Company activates any of the MPU Components, the Embedded System is enabled to access Media Playback Updates directly from the MSCORP Media Playback Update servers. The following requirements govern Company's use of the MPU Components:
- (1)**If Company activates any MPU Components on an Embedded System, MS Parties may provide Media Playback Updates directly to the Embedded System through the MSCORP servers on behalf of Company.
 - (2)**Each Media Playback 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 for providing technical support for the installation and use of the MPU Components and any Media Playback Updates.
 - (3)**Company shall indemnify and defend MS and its Suppliers from and against all damages (including attorney's fees) arising from the installation of Media Playback Updates on Embedded Systems using any of the MPU Components and use of those updates.