

## Microsoft Software License Terms for:

### Windows® Embedded For Point of Service 1.0

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These license terms are an agreement between you and [OEM]. Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- Updates,
- Supplements,
- Internet-based services, and
- Support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not [OEM], licenses those to you.

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

By using the software, you accept these terms. If you do not accept them, do not use or copy the software. Instead, contact [OEM] to determine its return policy for a refund or credit.

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

#### 1. Use Rights.

You may use the software on the device with which you acquired the software.

#### 2. Additional Licensing Requirements and/or Use Rights.

a. **Specific Use.** [OEM] designed this device for a Retail Point Of Sale Application. You may only use the software for that use.

“RPOS Application” means a software application, the sole functionality of which may be any of the following: (i) to process retail sales transactions, scan and track inventory, record and/or transmit customer information, and/or perform related retail store management functions; (ii) provide information about products available from the retailer directly to customers; (iii) provide gift registry information to customers; and/or (iv) process banking transactions.

b. **Other Software.** You may use other programs with the software as long as the other programs

- Directly support the manufacturer’s specific use for the device, or
- Provide system utilities, resource management, or anti-virus or similar protection.

Software that provides consumer or business tasks or processes may not be run on the device. This includes email, word processing, spreadsheet, database, networking/internet browsing, scheduling and personal finance software. The device may use terminal services protocols to access such software running on a server.

c. **WIN PE Component.** You may use the Microsoft® Windows® Pre-installation Environment component (“WinPE Component”) only for your internal use and solely for purposes of installing the Software on point of service DEVICES. During installation you may use the WinPE component and the set-up components included in the Software to modify the Software to do the following:

- (i) install device drivers for known device classes that are not supported by the WinPE Component and/or the set-up components included in the Software; and

(ii) add unattended.xml and/or driverinstall.xml files to the setup folder of the Software and the files referred to in unattended.xml and/or driverinstall.xml files to enable unattended mode set up of the Software.

**d. Device Connections.**

- You may use terminal services protocols to connect the device to another device running business task or processes software such as email, word processing, scheduling or spreadsheets.
- You may allow up to ten other devices to access the software to use
  - File Services,
  - Print Services,
  - Internet Information Services, and
  - Internet Connection Sharing and Telephony Services.

The ten connection limit applies to devices that access the software indirectly through “multiplexing” or other software or hardware that pools connections. You may use unlimited inbound connections at any time via TCP/IP.

**3. Scope of License.** The software is licensed, not sold. This agreement only gives you some rights to use the software. [OEM] and Microsoft reserve 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 allow you to use it only in certain ways. For more information, see the software documentation or contact [OEM]. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- Work around any technical limitations in the software;
- Reverse engineer, decompile or disassemble the software;
- Make more copies of the software than specified in this agreement;
- Publish the software for others to copy;
- Rent, lease or lend the software; or
- Use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **Remote Boot Feature.** If the [OEM] enabled the device Remote Boot feature of the software, you may
  - (i) use the Remote Boot Installation Service (RBIS) tool only to install one copy of the software on your server and to deploy the software on licensed devices as part of the Remote Boot process; and
  - (ii) use the Remote Boot Installation Service only for deployment of the software to devices as part of the Remote Boot process; and
  - (iii) download the software to licensed devices and use it on them.

For more information, please refer to the device documentation or contact [OEM].

- **Internet-Based Services.** Microsoft provides Internet-based services with the software. Microsoft 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, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.mspix>.

**By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

b. **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.

- **Windows Update Feature.** You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where the software was installed. Examples of these features are clip art, templates, online training, online assistance and Appshelp. These features only operate when you activate them. You may choose to switch them off or not use them.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
  - compatible online music services in your region;
  - new versions of the player; and
  - codecs if your device does not have the correct ones for playing content.

You can switch off this feature. For more information, go to <http://microsoft.com/windows/windowsmedia/mp10/privacy.aspx>.

- **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.

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.

4. **Windows Update Agent (also known as Software Update Services).** The software on the device includes Windows Update Agent (“WUA”) functionality that may enable your device to connect to and access updates (“Windows Updates”) from a server installed with the required server component. Without limiting any other disclaimer in this Microsoft Software License Terms or any EULA accompanying a Windows Update, you acknowledge and agree that no warranty is provided by MS, Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.
5. **Product Support.** Contact *[OEM]* for support options. Refer to the support number provided with the device.
6. **Backup Copy.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
7. **Proof of License.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in *[OEM]*'s software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
8. **Transfer to a Third Party.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
9. **Not Fault Tolerant.** The software is not fault tolerant. *[OEM]* installed the software on the device and is responsible for how it operates on the device.
10. **Restricted Use.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
11. **No Warranties for the Software.** The software is provided “as is”. You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, *[OEM]* and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
12. **Liability Limitations.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00). 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 should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

13. **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](http://www.microsoft.com/exporting).