**ADDITIONAL TERMS FOR**

**WINDOWS 10 IoT ENTERPRISE DEVICE LICENSES**

|  |  |  |
| --- | --- | --- |
| **Product Name and Version** | **Applicable Additional Terms** | **Product End of License** |
|  |  |  |
| Windows® 10 IoT Enterprise 2016 LTSB High End (Virtualization Only for Qualified Operating System) (ESD) | (1), (2), (4), (5), (7), (10), (11), (12), (13), (14), (15), (16), (17), (18), (27), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB High End (Virtualization Only for Non-Qualified Operating System) (ESD) | (1), (2), (4), (5), (7), (10), (11), (12), (13), (14), (15), (16) (17), (18), (27), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (34), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (33), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade High End (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade Value (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (34), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade Entry (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (33), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (34), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise 2016 LTSB Upgrade Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (33), (36), (37) | July 31, 2026 |
| Windows® 10 IoT Enterprise CBB High End (Virtualization Only for Qualified Operating System) (ESD) | (1), (2), (4), (5), (7), (10), (11), (12), (13), (14), (15), (16), (17), (18), (27), (28), (29), (30), (31), (32), (35), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB High End (Virtualization Only for Non-Qualified Operating System) (ESD) | (1), (2), (4), (5), (7), (10), (11), (12), (13), (14), (15), (16), (17), (18), (27), (28), (29), (30), (31), (32), (35), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (35), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (34), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (33), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade High End (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (35), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade Value (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (34), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade Entry (from 2015 LTSB only) (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (33), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (35), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (34), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise CBB Upgrade Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (33), (36), (37), (38) | N/A |
| Windows® 10 IoT Enterprise 2015 LTSB High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (34), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (20), (28), (29), (30), (31), (32), (33), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade High End (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (35), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade Value (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (34), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade Entry (ESD) | (1), (2), (4), (5), (6), (7), (9), (10), (11), (12), (13), (14), (15), (17), (18), (23), (28), (29), (30), (31), (32), (33), (36), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB High End (Virtualization Only for Qualified Operating System) (ESD) | (1), (2), (3), (4), (5), (7), (8), (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (28), (27), (29), (30), (31), (32), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB High End (Virtualization Only for Non-Qualified Operating System) (ESD) | (1), (2), (3), (4), (5), (7), (8), (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (27), (28), (29), (30), (31), (32), (37) | July 31, 2025 |
| Windows® 10 IoT Enterprise 2015 LTSB (ESD) | (1)-(15), (17) – (20), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade (ESD) | (1)-(15), (17) – (19), (23), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB for Retail or Thin Clients (ESD) | (1), (2), (4) –(15), (17)- (20), (24) – (26) (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade for Retail or Thin Clients (ESD) | (1), (2), (4) – (19), (23) – (26), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB for Small Tablets (ESD) | (1)-(15), (17) – (21), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade for Small Tablets (ESD) | (1)-(15), (17) – (19), (21), (23), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB for Tablets (ESD) | (1)-(15), (17) – (20), (22), (28), (29), (30), (31), (32), (37) | July 31, 2017 |
| Windows® 10 IoT Enterprise 2015 LTSB Upgrade for Tablets (ESD) | (1)-(15), (17) – (19), (22), (23), (28), (29), (30), (31), (32), (37) | July 31, 2017 |

ADDITIONAL TERMS

The following Additional Terms (“AT”) apply to the Products 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 in the Agreement. These ATs supersede any inconsistent terms in the Agreement.

1. **General Terms**

**(a) Valid Agreement**

In order to obtain Runtime License Envelopes, Company must have a valid, current Agreement.

**(b)** **License Terms**

**(1)** Company shall sublicense rights to use the Product to each End User by means of License Terms. MS License Terms for each Product are posted on MyOEM. For purposes of this subsection, “MS License Terms” means the Product License Terms available on MyOEM. Company may use different terms or additional terms, as long as they are no less protective of MS than the MS License Terms.

**(2)** If Company elects to use the MS License Terms,Company should substitute its name for “[OEM]” in the MS License Terms. Company may also substitute the term “[Company]’s software suppliers” for the term “MS” in the MS License Terms.

**(3)** Company must notify each End User before or at the time of purchase that the

**(i)** Embedded System contains software that is subject to the License Terms; and

**(ii)** End User must agree to the License Terms before using the Embedded System.

**(4)** Company must distribute License Terms in a manner that forms a contract binding the End User under applicable law.

**(5)** From time to time, MS may update the MS License Terms for a Product. Any such updates will be posted on MyOEM. For each Product, Company may use any version of the applicable MS License Terms that has been posted on MyOEM during the term of this Agreement. Certain updates to the MS License Terms may be required as provided in Section 2 (License Grant Limitations) of the Agreement.

**(c) Certain Agreement Terms**

**(1)** If the Agreement is a version prior to Version 5.0, then the following additional definitions apply:

**(i)** “Desktop Functions” means consumer or business tasks or processes performed by a computer or computing device. This includes word processing, spreadsheets, database, scheduling, and personal finance. Desktop Functions may include features and functions derived from the MS Binaries or the Company Binaries.

**(ii)** “Embedded System” means a computing device that is designed for and on which an Embedded Application is installed as part of the Image.

**(iii)** “Enterprise Customer” means a non-consumer End User that:

**(A)** obtains Embedded Systems only directly from Company or via the Channel for its internal use;

**(B)** does not:

**(a)** resell, lease, or otherwise transfer the Embedded Systems to non-employees/contractors,

**(b)** purchase Embedded Systems through retail channels or public web sites, or

**(c)** purchase Embedded Systems solely for personal use by employees; and

**(C)** represents one of the industries listed on MyOEM under “Enterprise Customer Industry List” for which the Embedded System is designed and marketed.

**(iv)** “License Terms” or “EULA” means an End User license agreement or terms of use between Company and an End User. MS End User license terms for Products are posted on MyOEM.

**(v)** “MyOEM” means the OEM portal website located at <https://myoem.microsoft.com> (or any successor URL). MyOEM is made available to Company as an informational resource. MyOEM is the successor to ECE

**(2)** If the Agreement is a version prior to Version 5.0, then the following apply:

**(a)** Section 4 (Company’s Duties) of the Agreement is deleted and replaced with the following Section 4:

**4. Company’s Duties**

**a.** Company will:

**1.** determine that each Product is suitable in quality and performance for use in Embedded Systems;

**2.** provide information to End Users about the proper use of the Embedded Systems including information on how to safely operate the Embedded Systems;

**3.** ensure the Embedded System meets the relevant standard of care for such devices;

**4.** provide appropriate notices or warnings to End Users of Embedded Systems or others who may be affected by such use; and

**b.** Company agrees to defend, indemnify and hold MS Parties harmless from and against all damages, costs and attorneys' fees arising from claims or demands associated with breach of this Section 4.

**(b)** Company only has license rights to the Products with “Upgrade” in the Product Name if and when Company has in effect a Microsoft OEM Customer License Agreement for Field Upgrades. Furthermore, distribution of these Products shall be under the terms of the Microsoft OEM Customer License Agreement for Field Upgrades.

**(d) Windows Preinstallation Environment**

**(1)** Company may include Microsoft® Windows® Preinstallation Environment, Version 3.0 or any successor version (“WinPE 3.0”) in the recovery solution for the Product as provided in Section 2 (Recovery Images) of the 4.0 version of the Agreement or Section 2(f) (Recovery Images) of 5.0 version of the Agreement.

**(2)** No royalty is owed for WinPE 3.0 included in recovery solutions pursuant to this Section 1(d).

**(3)** WinPE 3.0 may not function properly with the Product. If Company includes WinPE 3.0 in a recovery solution, then the following terms apply:

**(i)** Despite any other terms in the Agreement, MS and its Suppliers provide WinPE 3.0 **“AS IS”** and with all faults. MS and its Suppliers make no warranties, conditions or guarantees with respect to these products and disclaim all warranties and conditions, whether express, implied or statutory, including but not limited to any warranties or conditions of or related to merchantability and fitness for a particular purpose, the entire risk arising out of use or performance of these products and any support services remains with Company and the End User. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law; and

**(ii)** Company must provide prominent notice to End Users indicating that the recovery solution may not function properly.

**(e) Language Versions**

Language versions other than English are licensed on an “if and as available” basis.

2. **Permitted Use of Deliverables**

Company may only use the Deliverables to:

(a) perform internal testing of Embedded Systems, and

(b) install the MS Binaries on Embedded Systems. Company shall preinstall the MS Binaries in accordance with the instructions in the Deliverables. Company shall not change or delete any part of the Product unless expressly allowed by such instructions.

Such testing and installation shall be conducted only on Company premises by Company employees or Contractors. Company shall make no changes or deletions to the Product except as expressly permitted in the Agreement or in the Deliverables.

3. **Terminal Services Protocols**

Company may use 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 uses 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.

4. **Product Keys**

Company may install and use the Product to develop and test prototype Embedded Systems. Company may use the test Product Key included in the Deliverables to install the test Images. Any Images installed using the test Product Key will not function more than 30 days after Company first boots an Image on a prototype system. Company must use Embedded Product Key Entry Activation (“Embedded PKEA”) or Product Key Entry Activation (“PKEA”) with Images that will be distributed.

5. **Product End of License.** Company’s license for the Product ends on the earlier of the date included in the Product Table, or end of the Agreement.

6. **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.

7. **Use of USB Drive for Embedded Systems**

Company may incorporate up to two internal USB Drives into the design of its Embedded Systems under the following terms:

**(a)** The USB Drives must be mounted inside the Embedded System.

**(b)** If Company includes two USB Drives, one of them may be used for recovery purposes only (see Section (e) below).

**(c)** Each internal USB Drive must work only on Company’s applicable Embedded System and must use commercially reasonable authentication of each USB Drive to ensure the foregoing.

**(d)** Each Embedded System must bear a COA that meets the requirements of the Agreement.

**(e)** **Recovery Image Rights**. Company’s rights regarding Recovery Images are included in Section 2(f) of the Agreement. Company may distribute Recovery Images on an internal Recovery Image USB Drive. The Recovery Image USB Drive must include only the Recovery Image and the Recovery Image USB Drive must not be rewriteable. (In other words, the internal USB Drive must be “write once, read many”.) All other requirements for Recovery Images remain unchanged.

**(f)** **Replacement USB Drives**

**(1) Replacement.** If Company removes or replaces an internal USB Drive, then Company:

**(i)** must destroy the replaced internal USB Drive or refurbish it as provided in Section (f)(3) below.

**(ii)** may distribute replacement USB Drives separate from an Embedded System only directly to an Enterprise Customer (cannot be distributed through Company’s Channel partners) for replacement of existing internal USB Drive.  OEM must require an Enterprise Customer to internally mount the replacement USB Drive in the Embedded System and prohibit any use of the replacement USB Drive externally. Company must instruct Enterprise Customers to destroy each replaced internal USB Drive or return it to Company.

**(iii)** must distribute replacement internal USB Drives directly to Enterprise Customers at no charge, except for the reasonable costs Company incur for materials, shipping, and handling.

**(2) Royalty.** No additional royalty shall accrue to MS for replacement internal USB Drives, provided that:

**(i)** Company complies with Section (f)(1) above, and

**(ii)** the replaced units are returned or destroyed (as specified under Section (f)).

**(3) Refurbishment**. Company may repair or refurbish internal USB Drives replaced by Company or an Enterprise Customer. Company may redistribute those repaired or refurbished internal USB Drives as allowed in this Section (f). Company must destroy any replaced internal USB Drives that are not repaired or refurbished.

8. **Limited Distribution**

**(a)** The Traditional Chinese (ZH) language version of a Product may be distributed only within or to Taiwan. The ZH language version also may not be preinstalled in the People’s Republic of China (“PRC”), except in the Special Administrative Regions of Hong Kong and Macao and in designated Custom’s Bonded Zones as defined by the government of the PRC.

**(b)** The Traditional Chinese (B3) language version of a Product may not be preinstalled in, or directly or indirectly distributed by or for Company within or to, the PRC, except it may be:

· preinstalled in, or directly or indirectly distributed, by or for Company within or to Hong Kong and Macao, and

· preinstalled in the designated Custom’s Bonded Zones as defined by the government of the PRC.

For clarity, the preinstallation and distribution limitations for ZH and B3 Chinese language versions are summarized as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | May Company preinstall this language version in PRC? | May Company distribute this language version in PRC? | May Company distribute this language version in Taiwan? | May Company distribute this language version to the rest of the world? |
| Traditional Chinese (ZH) language version | No, except in Hong Kong and Macau and designated Customs Bonded Zones | No | Yes | No |
| Traditional Chinese (B3) language version | No, except in Hong Kong and Macau and designated Customs Bonded Zones | No, except for Hong Kong and Macau | Yes | Yes |

**(c)** Company will defend, indemnify and hold harmless MS Parties against all third party claims, demands, liability or damages resulting from Company’ failure to notify its Channel of these limits.

9. **Connection Limit**

Company may permit up to 20 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,

This 20 connection limit applies to computers and devices that access the software indirectly through “multiplexing” or other software or hardware that pools connections. The 20 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”)).

10. **No Retail Channel Distribution.** Embedded Systems containing this Product shall:

**(a)** be marketed solely to business (including Enterprise Customer) and government entities;

**(b)** be sold directly by Company or via the Channel to business (including Enterprise Customer) and government entities;

**(c)** not be distributed individually to consumer end users; and

**(c)** not be kept in stock at consumer retailers.

11. **End User Interface and Embedded Applications**

**(a)** Company may use the shell included in the Deliverables as the End User interface to support Windows 10 compatible Embedded Applications.

**(b)** Company must comply with the ‘Guidelines for Designing Embedded Systems with Windows 10 IoT Enterprise’ white paper posted on MyOEM which may be updated from time to time.

**(c)** To take advantage of the Windows 10 shell or user interface, Company may add one or more Embedded Applications that End Users can access and execute via the user interface.

12. **Embedded Product Key Entry Activation**

**(a)** Company may implement Embedded Product Key Entry Activation (“Embedded PKEA”) to pre-activate the MS Binaries during the Embedded System manufacturing process.

**(b)** Company must comply with the following requirements:

**(1)** Company must comply with all Embedded PKEA requirements contained in the Embedded Activation application and process documentation located on MyOEM.

**(2)** The Recovery Image for this Product must include Embedded PKEA.

**(3)** Company shall pay MS, as the Default Charge, an amount equal to 130% of the royalty for this Product for each Embedded System activated with an Embedded PKEA key lost by Company. MS also reserves the right to terminate Company’s right to implement and distribute Embedded PKEA or immediately terminate this Agreement. In addition, MS may require Company to re-create Images with a new Embedded PKEA key.

13. **Processors**

No Embedded System shall be designed to support this Product with more than two Processors. Company shall not distribute this Product on any Embedded System that supports more than two Processors.

14. **32 Bit and 64 Bit Installations**

**(a) 32 Bit and 64 Bit.** The OPK for this Product includes 32 and 64 bit versions.

**(1)** If the Embedded System uses a compatible 32 bit processor, Company may only install the 32 bit version.

**(2)** If the Embedded System uses a compatible 64 bit processor, Company may install either the 64 or the 32 bit version.

**(3)** In addition to this AT subsection (a)(2), for Windows 7 Professional for Embedded Systems and Windows 7 Ultimate for Embedded Systems, if the Embedded System uses a 64-bit Processor or compatible 64-bit processor, Company may install both the 32-bit and 64-bit version of Windows 7 Professional or Windows 7 Ultimate for Embedded Systems.

**(b) Documentation.** For Embedded Systems pre-installed with Windows 7 Professional or Windows 7 Ultimate for Embedded Systems, Company may document the fact Embedded Systems contain both the 64 bit and 32 bit versions of the Products with the right for End Users to switch between the 64 bit and 32 bit versions. Any documentation must clearly indicate that the End User may only use one of these versions at a time and that switching between these versions requires uninstalling the other version. If End Users choses to switch between the 64 bit and 32 bit versions, End User must comply with the License Terms of the Product.

**(c) Selection Utility.** If Company includes both the 32 bit and 64 bit versions in an Embedded System, Company must include a utility for End Users to select one of these versions. After selection, the utility must delete the other version.

**(d) Recovery.** An End User may use Company’s Recovery Image to switch between 32 bit and 64 bit versions. If an End User of an Embedded System with a compatible 64 bit Processor requests Recovery Image media with the 32 bit or 64 bit version, Company may provide the media even if that version was not preinstalled on that Embedded System. Company’s Recovery Image and media must be in a format that deletes the other version of the Product, excluding data folders with End User’s settings and configurations. Company must notify the End User to back-up data and applications prior to installing the other version. This notice may be inside the Embedded System package or with the media. For Embedded Systems preinstalled with Windows Embedded 8 or successor versions, Company must:

**(1)** Provide the following notice in a clear and conspicuous manner to each End User with the recovery media, and on Company’s support webpage:

“Installing the 32 bit version of <Product> on this system requires a change to the BIOS settings to legacy BIOS mode. Switching back to the 64 bit version of <Product> from the 32 bit version of <Product> will require you to revert back to the original BIOS settings. If you do not revert back to these BIOS settings the following Windows 8 functionalities will not work as they rely on a native UEFI mode boot:

1. Secure Boot
2. Seamless Boot experience

**(iii)** Network unlock for Bitlocker for systems with a Trusted Platform Module (“TPM”)

**(iv)** eDrive support

Reverting back to UEFI mode will require a hard drive reformat. All data and personal settings will be lost. It is highly recommended that you back up your data before you revert back to UEFI mode.”

**(2)** Provide clear instructions to each End User in the Embedded System packaging, with Recovery Images and on Company’s support website detailing how to switch from Unified Extensible Firmware Interface (“UEFI”) + Compatibility Support Module (“CSM”) or legacy BIOS mode to native UEFI with Secure Boot enabled. The CSM can be used in two ways: (1) it can be used by firmware in the boot path to boot into a compatible BIOS mode or (2) it can be loaded during UEFI boot to provide support for legacy services. When Secure Boot is enabled Windows CSM should not be installed for any other purpose.

**(3)** Company’s Recovery Image for each Embedded System may include each LP and LIP available for the preinstalled Product.

**(e) APM.** If Company provides a Recovery Image as a multiple disk CD ROM or DVD media, Company shall provide a utility that links each CD or DVD to the other media in the set. The link may be to a master CD or DVD or to each subsequent CD or DVD. The link is required to prevent separation of the overall set of CDs or DVDs.

15. **Assessment and Deployment Kit**

For clarity, the Windows 10 Product Assessment and Deployment Kit (“ADK”) is considered part of the Windows 10 IoT Enterprise OPK, such that references to the OPK are applicable to the ADK (as appropriate). MS may modify the ADK from time to time by Supplement Letter. In the event of any conflict between the online ADK license terms and the Agreement, the terms of the Agreement shall control.

16. **Processors**

Company may install the Product on a Customer System or Partitioned Customer System in a virtual Instance configured to support no more than two processors.

17. **Adobe® Flash® Player.**

This Product includes Adobe Flash Player technology from Adobe Systems Incorporated. Company shall have the right to distribute the Adobe Flash Player in the Products that include Internet Explorer and/or Microsoft Edge; provided that: (i) Company disables the Adobe Flash Player in compliance with the applicable instructions in the ‘Guidelines for Designing Embedded Systems with Windows 10 IoT Enterprise’ white paper posted on MyOEM and (ii) does not re-enable or use the Adobe Flash Player without a separate license from Adobe or an authorized Adobe partner.

Company will indemnify and hold harmless MS Parties for any claim from Adobe resulting from any unauthorized use of Adobe Flash Player in breach of this AT.

18. **Default Settings**

In some cases, OEMs may configure default settings on this Product on behalf of the End User, including without limitation turning on by default the Location Services and Input Personalization features as described in <http://go.microsoft.com/fwlink/?LinkId=521839>.

OEMs who turn these features on by default in the images distributed to End Users must:

* Notify End Users that these features have been enabled and provide End Users with links to <http://go.microsoft.com/fwlink/?LinkId=521839> or equivalent instructions on how to disable these features; AND
* Secure consent from the relevant End Users to enable such features by default, if required by and to the extent required by applicable law.

In the event that Company has configured the image or device provided to End Users such that the end user is no longer able to disable Location Services or Input Personalization, these features must be turned off by Company.

Nothing in AT (18) is intended to limited Company’s obligations to comply with all applicable data protection and privacy laws applying to the Products or their performance under this Agreement.

19. **Cloud Computing Devices**

Company may allow an Embedded System to use Internet browsing functionality to connect to and access cloud hosted applications (for example, Microsoft Office 365), provided that:

**(a)** Company shall not allow any Desktop Functions to run locally on the Embedded System;

**(b)** Any files that result from the use of Desktop Functions must not be permanently stored on the Embedded System; and

**(c)** Company shall advise End Users of the requirements in (a) and (b) in the License Terms for the Product.

20. **Field Upgrade**

This Product may not be used in Field Upgrade Images.

21. **Small Industry Tablet Requirements**

**(a)** Company may distribute this Product only on a Small Industry Tablet. For purposes of this AT, a Small Industry Tablet is defined as an Embedded System that:

**(1)** is a tablet form factor;

**(2)** utilizes touch as its primary means of input;

**(3)** has a touch-enabled display size of greater than or equal to 7 inches and less than 9 inches (measured on the diagonal);

**(4)** utilizes a processor listed on the Small Screen Eligible Processor List posted on MyOEM, as updated from time to time; and

**(5)** may have a detachable keyboard (but may not have an integrated physical keyboard).

Provided that a Small Industry Tablet includes an integrated physical micro-keyboard and meets the requirements listed in (2) – (4) above, it may be a handheld form factor instead of a tablet form factor.

**(b)** This Product is not eligible for any volume discounts, rebates or aggregation.

22. **Industry Tablet Requirements**

**(a)** Company may distribute this Product only on an Industry Tablet. For purposes of this AT, an Industry Tablet is defined as an Embedded System that:

**(1)** is a tablet form factor;

**(2)** utilizes touch as its primary means of input;

**(3)** has a touch-enabled display size of up to 10.1 inches inclusive (measured on the diagonal);

**(4)** utilizes a processor listed on the Small Screen Eligible Processor List posted on MyOEM, as updated from time to time; and

**(5)** may have a detachable keyboard (but may not have an integrated physical keyboard).

**(b)** This Product is not eligible for any volume discounts, rebates or aggregation.

23. **Field Upgrade Existing Image Change**

Field Upgrade terms for this Product are edited as follows. Section 1. Additional Definitions “Existing Image” is edited to read:

“Existing Image” means:

**(a)** An Image that includes a prior version of the MS Binaries, or

**(b)** A software image that includes an operating system different from the Product contained in the Field Upgrade Image; excluding Microsoft Windows products distributed on general purpose personal computing devices.

24. **Retail Point of Service Devices.** If the Product is distributed with an Embedded System that is a retail point of service device, the following terms apply.

**(a)** Definitions

**(1)** “POS” means point of service.

**(2)** A “Retail POS System” means an Embedded System that performs functions substantially similar to that of a point of sale, kiosk (informational or transactional), digital signage, or similar types of devices and is (i) designed for use solely with a POS Application; and (ii) distributed to a Retail Environment; except for digital signage which may by distributed within or outside of a Retail Environment.

**(3)** A “POS Application” means an Embedded Application which provides only the following functions:

**(i)** process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions; and/or

**(ii)** provide information directly and indirectly to customers about available products and services.

**(4)** A “Retail Environment” means physical location where the primary activity is the sale of goods and services to consumers; examples include grocery stores, retail pharmacies, department stores, hotels, and restaurants.

**(b)** This Product may be distributed with an Embedded System that is a Retail POS System.

**(c)** Company may enable their End Users to install POS Applications on Retail POS Systems. Company also may enable their End Users to install Viewers to support use of the POS Application. A “Viewer” is a utility program that allows a user to view a file in its native format without providing the functions to make changes to files. Each End User must be separately licensed to use each Viewer.

**(d)** MS is not responsible for testing or ensuring that POS Applications are suitable for the Retail POS Systems. MS also will not provide technical support for the installation or use of the POS Application.

25. **Thin Client Devices.** If the Product is distributed with an Embedded System that is a thin client, the following terms apply.

**(a)** This Product may be used on thin client devices. A thin client is a computer that depends heavily on some other computer (may be a server) to fulfill its computational roles (“Thin Client Device”). Thin Client Devices shall:

**(1)** only be marketed as a Thin Client Device;

**(2)** not be used as an ATM;

**(3)** not store any local data through any applications on a permanent basis;

**(4)** only operate in session based deployment, virtual machine (VM) based deployment or similar virtualization desktop infrastructure (VDI); and

**(5)** only operate either directly or indirectly (via a secure VPN connection) in an enterprise network using a Remote Desktop type remote protocol.

**(6)** only run one or more of the following applications locally:

**(i)** Remote desktop software (e.g. RDP client, citrix);

**(ii)** Device management software (e.g. SCCM, MDM, security apps);

**(iii)** Media player;

**(iv)** Browser;

**(v)** Anti-malware software; or

**(vi)** Anti-virus software

**(vii)** Office Viewers (PowerPoint Viewer, Word Viewer and Excel Viewer)

**(viii)** PDF Viewers., provided that Viewers do not offer productivity functionality or the ability for end users to upgrade the Viewers to offer productivity functionality

**(b)** Company must ensure Windows Store is not accessible by End Users.

26. **ATM Prohibition**

This Product must not be distributed on an Automated Teller Machine (“ATM”).

27. **Virtualization Rights and Limitations**

**(a)** For purposes of this AT:

**(1)** Additional Definitions.

**(i)** “Instance” means an instance of software (including Product software) created by executing the software’s setup or install procedure or by duplicating an existing Instance. To “run an Instance” means to load an Instance of the software into memory and execute one or more of its instructions. Once running, an “Instance” is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

**(ii)** “Non-Qualified Operating System” or “Non-QOS” means any non-Microsoft operating system, or one of the following previous versions of Microsoft embedded operating system Products, which may be used as a Customer System Physical OSE under the terms of this AT:

* Windows® 7 Professional for Embedded Systems;
* Windows® 7 Ultimate for Embedded Systems;
* Windows® Embedded 8 Pro; and
* Windows® Embedded 8.1 Pro.
* Microsoft® Windows Server® 2008 R2 for Embedded Systems Standard (all versions)
* Microsoft® Windows Server® 2008 R2 for Embedded Systems Enterprise (all versions)

**(iii)** “Operating System Environment” or “OSE” means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual.  A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

**(iv)** “Physical OSE” means an OSE that is configured to run directly on a physical hardware system.  The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V or similar third-party technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar third-party technologies) is considered part of the Physical OSE.

**(v)** “Qualified Operating System” or “QOS” means the following latest generation Microsoft embedded operating system Products which may be used as a Customer System Physical OSE under the terms of this AT:

* Windows® 10 Enterprise [LTSB or CBB] for IoT High End or successor Product; or
* Windows Server® 2012 / 2012 R2 for Embedded Systems [Standard or Datacenter] or successor Product.

**(vi)** “Virtual OSE” means an OSE that is configured to run on a virtual hardware system. Product to which this AT applies must be deployed as a Virtual OSE.

**(2)** A Customer System must not be a thin client or mobile device.

**(b)** The rights granted in this AT are in addition to the rights granted in the Embedded Agreement. For clarification purposes, Company’s embedded solutions must comply with the definition of Customer System and all terms and conditions related to Customer Systems including Section 2 (License Grant and Limitations) of the Embedded Agreement.

**(c)** For Customer Systems where the Physical OSE is a QOS, Company must use the applicable Products containing ‘Virtualization Only for Qualified Operating System’ as part of the Product Name and pay the corresponding royalty for such Products.

**(d)** For Customer Systems where the Physical OSE is a Non-QOS, Company must use the applicable Products containing ‘Virtualization Only for Non-Qualified Operating System’ as part of the Product Name and pay the corresponding royalty for such Products.

**(e)** Company must not add or remove a Virtual OSE or move a Virtual OSE from the Customer System to another Customer System after final configuration and delivery of the Customer System to an End User. However, an existing Virtual OSE may be replaced with an identical Virtual OSE for recovery purposes.

**(f)** Only one user at a time may access the Customer System.

**(g)** With the exception of access for administration and technical support purposes, using the Windows remote assistance feature or similar technology is prohibited. Company does not need a license to access Instances only to administer the Product software.

**(h)** An OSE must not contain a non-embedded version of a Microsoft operating system product.

**(1)** For non-OA 3.0 Product, Company must affix a separate COA and pay a separate royalty rate for each Instance of the Product installed (excluding recovery solutions allowed under the Embedded Agreement). For OA 3.0 Product, Company must install only one Instance of the Product utilizing a DPK and affix the appropriate GML. For any additional Instances of the Product, Company must affix a COA, and pay a separate royalty for each Instance (excluding recovery solutions allowed under the Embedded Agreement).

**(j)** There is no limit on the number of Virtual OSEs allowed, however Company must comply with the COA/GML and payment requirements in subsection (i) above.

**(k)** Migration rights as described in Section 7 of the Licensing Appendix do not apply to Customer Systems containing one or more Virtual OSEs.

**(l)** A Virtual OSE must not be utilized to perform the functions of a thin client device.

**(m)** Any Product virtualization rights not explicitly granted in this AT are prohibited including, but not limited to:

**(1)** Application virtualization (i.e., no App-V);

**(2)** Presentation virtualization (i.e., no functioning as a Virtual Desktop Infrastructure server); and

**(3)** Software appliances (i.e., no shipping Virtual OSE without hardware; no hosting Virtual OSE on a server, in a datacenter or in the cloud).

**(n)** Company must include the following additional terms in the License Terms distributed with Customer Systems in compliance with this AT and otherwise comply with the requirements stated in Section 4(c) of the Licensing Appendix.

**(1)** “Instance” means an instance of software created by executing the software’s setup or install procedure or by duplicating an existing Instance. To “run an Instance” means to load an Instance of the software into memory and execute one or more of its instructions. Once running, an “Instance” is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

**(2)** “Operating System Environment” or “OSE” means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual.  A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

**(3)** “Physical OSE”means an OSE that is configured to run directly on a physical hardware system.  The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

**(4)** “Virtual OSE”means an OSE that is configured to run on a virtual hardware system.

**(5)** This is a single user device. Only one user at a time may access Instance(s) running on the device.

**(6)** You must not add or remove a Virtual OSE or move a Virtual OSE from the device to another device or system.

**(7)** With the exception of access for administration and technical support purposes, using of Remote Assistance or similar technology is prohibited. You do not need a license to access Instances only to administer the software.

**(8)** Your rights to use the software as permitted hereunder expire when the applicable device is retired from service.

28. **Language Packs (LPs) and Language Interface Packs (LIPs)**

**(a) Language Packs.** Company must distribute these Products with at least one LP preinstalled. The LP defines the base language of the user interface. Some LPs are not fully localized. Company may install more than one LP for these Products and allow the End User to select the language version. Where more than one base LP is preinstalled, Company may treat any one of the LPs as the base language.

**(b) LIPs.** Company may distribute one or more LIPs licensed as supplements to these Products. LIPs are not fully localized and must be applied to a base LP. LIPs may not be marketed as full language versions. Refer to [MSDN](https://msdn.microsoft.com/windows/hardware/commercialize/manufacture/desktop/available-language-packs-for-windows) for a complete list of LPs and LIPs available for these Products and the base LP required for each LIP.

**(d) Recovery.** Company’s recovery solution for each Embedded Systems may include each LP and LIP available for the preinstalled Product.

**(e) Windows Products with Language Switching Rights.**

**(1) Language Selection.** Company may give End Users the right to switch between language versions included in the Product by Company. This right must be granted in the License Terms for the Product.

**(2) Advertising.** Company may advertise the ability for End Users to select between more than one LP and to switch between LPs.

29. **Windows 10 IoT App Servicing.** The Windows 10 IoT App servicing program (“App Servicing Program”) is an optional program for Embedded Systems preinstalled with this Product. The App Servicing Program provides Company the opportunity to obtain certification of Apps, preinstall such Apps on Embedded Systems and service the Apps via the Windows Store. For purposes of this AT:

**(a)** “Apps” mean applications that:

**(1)** are Embedded Applications, Additional Software or Support Software;

**(2)** have been built using the APIs at the link indicated in the ‘Windows Store OEM Program Guide’ posted on MyOEM;

**(3)** are processed and serviced or updated via the Windows Store infrastructure; and

**(4)** are preinstalled on Embedded Systems.

**(b)** “Windows Store” is a feature of this Product and is an internet-based service provided by MS or an MS Affiliate that allows Company to submit Apps for MS certification, and then download and preinstall certified Apps.

**(c) Program Requirements.** To participate in the App Servicing Program, Company must comply with the terms of this AT and the ‘Windows Store OEM Program Guide.’

**(d) Enrollment.** Company must follow the enrollment process as outlined in the ‘Windows Store OEM Program Guide.’

**(e) Warranties.** MS provides the Windows Store “as is.” Company understands and acknowledges that Embedded Systems and telecommunications systems are not fault-free and occasional periods of downtime may occur. Company further agrees that MS will not have any responsibility or liability related to availability, speed, security, errors, or data loss arising out of use of the Windows Store. Windows Store use (including Apps submission) by End Users or developers is governed by separate terms.

30. **Audio Visual (AV) Technologies**

**(a) AV Technologies for Windows 10 IoT Enterprise Products**

**(1)** For H.264/AVC Visual Standard, the VC-1 Video Standard, and the MPEG-4 Visual Standard, MPEG LA, LLC requires this notice:

This Product is licensed under the AVC, the VC-1 and the MPEG-4 Part 2 Visual patent portfolio licenses for the personal and non-commercial use of a consumer to (i) encode video in compliance with the above standards (“Video Standards”) and/or (ii) decode AVC, VC-1 and MPEG-4 Part 2 Visual that was encoded by a consumer engaged in personal and non-commercial activity or was obtained from a video provider licensed to provide such video. None of the licenses extend to any other product regardless of whether such product is included with this product in a single article. No license is granted or will be implied for any other use. Additional information may be obtained from MPEG LA, LLC. See [www.mpegla.com](http://www.mpegla.com).

To the extent that non-Product software includes AV Technologies licensed by MPEG LA, LLC under a product category, such license agreement will determine any royalties due for AV Technologies included in non-Product software.

**(2) High Efficiency Video Coding / H.265 Codec.** Windows 10 IoT Enterprise Products include an implementation of the High Efficiency Video Coding (HEVC) / H.265 video compression standard.  Company agrees that it is responsible for any licensing obligations related to HEVC/H.265.

**(3) Dolby Codecs.**  Dolby Laboratories, Inc. requires the following 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.”

**(4) MPEG-2 Transport Stream.**  This Product supports processing of data in an MPEG-2 Transport Stream container.  Company agrees that it is responsible for any licensing obligations related to the MPEG 2 Transport Stream.

**(5) MPEG-2 Codec.** Windows 10 IoT Enterprise Products also include MPEG-2 visual decoding and encoding technologies, which are disabled. Company agrees that it is responsible for any licensing obligations related to the MPEG-2 codec.

**(6) Opus, VP9 Codec and Successors.** Startingwith Product releases in 2016, Windows 10 IoT Products also include Opus audio decoding and encoding technologies and VP9 (and successor) visual decoding and encoding technologies. Company agrees that it is responsible for any licensing obligations related to such technologies.

31. **Windows 10 IoT Enterprise Product Disclaimers / Notices.**

All notices required under this AT must be provided in a clear and conspicuous manner to End Users before they acquire the Product. For example, Company may provide the notice on Websites and/or in sales and marketing materials. Company may modify the notices below and substitute a different URL, if the modified statement and the Web pages to which the URL links provide disclosures that conform to the requirements of this AT. All notices required under this AT must at a minimum be in the base language of the Product preinstalled on the Embedded Systems.

In addition to the specific notices set forth in this AT, Company must distribute Embedded Systems with all other consumer disclosures and notices required under applicable laws. MS may require that Company provide to its End Users such additional notices as MS deems reasonably necessary. If MS determines that any such additional End User notice is necessary, Company will provide the notice to End Users within a commercially reasonable time after MS informs Company of the requirement, unless MS otherwise specifies the time by which the notice must be provided

* 1. An Embedded Systems preinstalled with a Windows 10 IoT Enterprise Product that is distributed with a DirectX 9 class Graphics Processor Unit (GPU) must include notice of that fact and the fact that some advanced games and programs may need a DX10 or higher GPU for superior performance and graphics. Company must use the following or substantially similar notice:

“Graphics processor supports DirectX 9. Some games and programs may require DirectX 10 or higher for superior performance and graphics. Check [www.windows.com/Windows10specs](http://www.windows.com/Windows10specs) for details.”

* 1. An Embedded Systems that does not include hardware components required to support all the features of Windows 10 IoT Enterprise Products must include notice of the fact that advanced hardware may be required to take advantage of the advanced features of the Windows 10 Family Products. Company must use the following or substantially similar notice:

“Some [insert Product edition name] features — such as [insert feature capability description, e.g., Windows Hello, Cortana with voice, support for 5-point touch, USB peripheral support] — may require advanced hardware. Check [oem.com/pagename] for details.”

* 1. For Windows 10 IoT Enterprise Products distributed into Iran, Company must provide to End Users, and cause its Channel Partners to provide to End Users, as applicable, the following or substantially similar notice:

“Some features and functionality of Windows that are dependent on electronic transactions may not be supported in Iran.  Examples include, but are not limited to, Windows Store apps, games, music and movies & tv purchases.”

Company agrees that it will not market or advertise, and will cause its Channel Partners not to market or advertise, any features or functionality that are unavailable in Iran, including Windows Store apps, games (and any preinstalled apps that cannot be updated or reinstalled), music and movies & tv purchases.

* 1. For Products that include Cortana, Company agrees that it will not market or advertise, and will cause its Channel Partners not to market or advertise, Cortana in countries where the service is unavailable. Cortana is currently available in the United States, the United Kingdom, China, France, Italy, Germany, and Spain. Check [www.microsoft.com/Windows10specs](http://www.microsoft.com/Windows10specs) for updates. When marketing where Cortana is available, add:

“Cortana experience may vary by device.”

* 1. An Embedded Systems preinstalled with a Windows 10 IoT Enterprise Product that is marketed and distributed with the Skype translator feature must include notice that this is not available in all languages. Company must use the following or substantially similar notice:

“Skype translator feature is only available in the all-in-one desktop app in Spanish, English, French, Italian, German, and simplified Chinese.”

* 1. An Embedded Systems preinstalled with a Windows 10 IoT Enterprise Product that is marketed and distributed with the People feature must include notice that this feature is only supported per mobile operator availability. Company must use the following or substantially similar notice:

“One-touch video call within the People feature is only available with supported mobile operators.”

32. **Extended Migration Rights for Windows 10 Enterprise for IoT Products**

This AT only applies to Products shipped between May 1, 2016 and July 31, 2017. Notwithstanding the Migration Rights Schedule, MS is extending Company’s Migration Period beyond the original 12-month period following the Delivery Date of the Migration System, to July 31, 2018 for Migration Systems using the Skylake processor or successor processors that may be named by MS and posted on MyOEM. Except as provided above, all other terms of the Agreement, including the Migration Rights Schedule, remain in full force and effect.

33. **Entry Embedded Systems Hardware Requirements**

**(a)** Company may only distribute this Product on Embedded Systems (or Field Systems, if upgrade Product) that utilize an approved processor listed on the “Entry” Section of the Processor List, posted on MyOEM, as updated from time to time.

**(b)** **Default Charges.** Each Embedded Systems (or Field Upgrade Image, if upgrade Product) distributed by or for Company that does not comply with the requirements of section (a) of this AT is subject to a Default Charge equal to 130% of the royalty associated with the Product eligible to be distributed with the Embedded Systems (as identified on the appropriate Processor List).

34. **Value Embedded Systems Hardware Requirements**

**(a)** Company may only distribute this Product on Embedded Systems (or Field Systems, if upgrade Product) that utilize an approved processor listed on the “Value” Section of the Processor List, posted on MyOEM, as updated from time to time.

**(b)** **Default Charges.** Each Embedded Systems (or Field Upgrade Image, if upgrade Product) distributed by or for Company that does not comply with the requirements of section (a) of this AT is subject to a Default Charge equal to 130% of the royalty associated with the Product eligible to be distributed with the Embedded Systems (as identified on the appropriate Processor List).

35. **High End Embedded Systems Hardware Requirements**

**(a)** Company may only distribute this Product on Embedded Systems (or Field Systems, if upgrade Product) that utilize an approved processor listed on the “High End” Section of the Processor List, posted on MyOEM, as updated from time to time.

**(b)** **Default Charges.** Each Embedded Systems (or Field Upgrade Image, if upgrade Product) distributed by or for Company that does not comply with the requirements of section (a) of this AT is subject to a Default Charge equal to 130% of the Windows 10 IoT Enterprise High End Product.

36. **Thin Client Device Limitations**

**(a)** For Embedded Systems that are designed and marketed as Thin Client Devices, Company may include terminal services protocols (such as Remote Desktop Protocol or Independent Computer Architecture) to enable Thin Client Devices to connect to and access applications running on a server.

**(b)** Company may allow Thin Client Devices to use Internet browsing functionality to connect to and access cloud hosted applications (for example, Microsoft Office 365).

**(c)** Company shall not allow any Desktop Functions to run locally on Thin Client Devices and shall advise End Users of this requirement in the License Terms for the Product.

For purposes of this AT, “Thin Client Device” means an Embedded Systems that depend heavily on some other computer (may be a server) to fulfill its computational roles; and “Desktop Functions” means consumer or general purpose tasks or processes (such as using word processing, spreadsheet, or slide show presentation software) performed exclusively or primarily by a PC device.

37. **Intellectual Property Infringement.** Section 6(a)(2) Coverage and 6(b)(2) (Patent Claims) of the Agreement are replaced with the

following:

**(a) Coverage**

**(1)** infringe any patents (except for patents that are alleged to be infringed by or essential to an implementation of any Standards) or of any visual or audio decoding or encoding technologies; and

**(b) Patent Claims**

**(1)** **Generally.** MS obligations for any patent Claims are limited to patent Claims where the Product (excluding Sample Code) software alone, without combination or modification, either: (i) directly infringes an asserted patent claim; or (ii) embodies all the essential inventive elements of an asserted patent claim.

**(2)** **Standards-Based Patent Claim.** Notwithstanding the foregoing, MS has no obligation or liability with regard to infringement Claims for any patents that are alleged to be infringed by, or essential to, the implementation of any Standards, the Opus audio codec, the VP9 video codec and any visual or audio decoding or encoding technologies.

38. **Windows as a Service**

1. To maintain serviceability support, Company must meet all requirements as outlined in this AT.
2. Company must pre-configure this Product to defer upgrade and update installation by setting the Product to defer upgrades and updates as outlined at https://msdn.microsoft.com/en-us/library/windows/hardware/dn957432(v=vs.85).aspx#new\_update\_policies.
3. Microsoft will release Product Supplements to support the Current Branch for Business (CBB) servicing model. Each declared CBB build is a Required Supplement to the Product.
4. Notices. Company must ensure that End Users of this Product are notified of all servicing requirements. Company must use the following or substantially similar notice:

“To maintain Operating System (OS) servicing support from Microsoft, this product requires ongoing installation of new upgrades and updates. Contact the device manufacturer for more information or refer to the following details on microsoft.com: https://technet.microsoft.com/en-us/itpro/windows/manage/introduction-to-windows-10-servicing?f=255&MSPPError=-2147217396#deferred-upgrade-cbb.”