

END-USER LICENSE AGREEMENT (EULA)

for - Windows® CE 5 - Images and BSP
- Windows® CE 6 - Images and BSP
- Windows® Embedded Compact 7 - Images and BSP

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

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- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

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5. 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 device may contain one or more of the software features described below. These features connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, visit go.microsoft.com/fwlink/?linkid=104604 or contact Toradex.

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

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system and browser, the 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. Depending on the Image or BSP you are using one or several of the following features on the device have been elected to be turned on.

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your device. 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.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose to switch them off or not use them.
- Digital Certificates. The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of user sending information to each other and allow you to



encrypt the information. The software retrieves certificates and updates certificate revocation lists over the Internet.

- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off this feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - 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: go.microsoft.com/fwlink/?LinkId=51331.

- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.
- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with www.time.windows.com once a week to provide your device with the correct time. The connection uses standard NTP protocol.
- Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the



information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.

- Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
- Media Center Online Promotions. If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
 - certain device information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
 - the requested content, and
 - the language code of the device where you installed the software.
 - Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.
- Media Playback Updates. The software on the device may include media playback features which receives updates directly from the MSCORP Media Playback Update servers. If activated by your manufacturer, these updates will be downloaded and installed without further notice to you. The manufacturer is responsible for ensuring these updates work on your device.
- Windows Update Agent. The software on the device includes Windows Update Agent ("WUA"). This feature enables your device to access Windows Updates either directly from MSCORP Windows Update server or from a server installed with the required server component and from the Microsoft Windows Update server. To enable the proper functioning of the Windows Update service in the software (if you use it) updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you. Without limiting any other disclaimer in these license terms or any license terms accompanying a Windows Update, you acknowledge and agree that no warranty is provided by Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.

b. Use of Information. Microsoft may use the device information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- 6. PRODUCT SUPPORT.** Contact Toradex for support options. Refer to the support number provided with the device. Toradex is however not obligated to provide any support, upgrades or new software releases.



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If this disclaimer of liability cannot be upheld in a particular case before a court or an arbitral body, liability of Toradex, Microsoft and their affiliates shall in any case be limited to willful misconduct or gross negligence.

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