

## MICROSOFT SOFTWARE LICENSE TERMS

### WINDOWS 10 IOT CORE

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**IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

**Thank you for choosing Microsoft!**

If you received this software installed on a Device, then this license agreement is between you and the Device manufacturer or software installer that distributes that Device. Otherwise, this license agreement is between you and Microsoft Corporation (or, based on where you live, or if a business where your principal place of business is located, one of its affiliates).

This agreement describes your rights and the conditions upon which you may use the Windows 10 IoT Core software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you.

**By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during your use of the software as per the privacy statement described in Section 4. If you do not accept and comply with these terms, you may not use the software.**

#### **1. Overview**

- a. Runtime Image.** The software includes the Windows 10 IoT Core software (the "Runtime Image") that runs on a device that has a CPU and internal storage and that is not a general-purpose computer (the "Device").
- b. Development Tools and Utilities.** The software may also include, in addition to the Runtime Image, tools and utilities that run on a Windows PC and are used to configure, install, monitor or manage the Runtime Image on a Device.
- c. Applicability.** This agreement applies to the software, including any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your Device, then those terms do not apply with respect to the software on that Device.

**d. Additional Terms.** Additional Microsoft and third party terms may apply to your use of certain features, services, and apps, depending on your Device's capabilities, how it is configured, and how you use it. Please be sure to read them.

- (i) Some features of the software provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the service terms of use, as applicable. The services may not be available in all regions.
- (ii) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at ([aka.ms/thirdpartynotices](https://aka.ms/thirdpartynotices)).

## **2. Scope of License**

The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with and not work around any technical limitations in the software that only allow you to use it in certain ways or that limit what features are enabled. Except as expressly authorized otherwise in this agreement you may not:

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

## **3. Installation and Use Rights**

**a. General.** Subject to the limitations set forth in this agreement, you may install and use one copy of the software on a computer. Subject to the limitations set forth in this agreement, you may use any number of copies of the Runtime Image generated through your use of this software on Devices:

- (i) for personal, non-commercial purposes;
- (ii) for educational purposes; or
- (iii) to design, develop, test or demonstrate Products.

A Product means either a hardware Device running a version of the Runtime Image configured through your use of the software or your software designed for use on the Runtime Image.

- b. Commercial Use and Distribution.** This agreement does not grant you rights to use or distribute the software for commercial purposes. If you wish to use or distribute the Runtime Image for a commercial purpose you must first execute and comply with the terms and conditions of a commercial license from Microsoft or the Microsoft affiliate serving your country. Examples of commercial purposes would include running business operations, licensing, leasing, or selling the Runtime Image, distributing the Runtime Image in a Product to customers for evaluation purposes, distributing the Runtime Image for use with commercial products, using the Runtime Image in the creation or use of commercial products or any other activity for which the purpose is to procure a commercial gain to you or others. Information on obtaining commercial distribution rights can be found here:  
<http://go.microsoft.com/fwlink/?LinkID=614849&clid=0x409>.
- c. Educational Use of Runtime Images.** If you are a school or an instructor using Runtime Images as part of teaching a class in an academic or vocational-technical setting, the use will not be considered commercial use, despite the payment of tuition to the school or receipt of a salary by the instructors.
- d. Demonstration of Your Pre-Release Product.** You may publicly demonstrate your pre-release Product using the Runtime Image to your customers and potential customers, but you must: (i) clearly mark such Product "pre-release" or "beta", and (ii) not provide or distribute a Product that includes a Runtime Image to any third party, except for non-commercial distribution as permitted in the next subsection.
- e. Non-Commercial Distribution.** You may distribute a Runtime Image to other software licensees only for educational purposes or for non-commercial development, provided that:

  - you have added your own programs or other significant content to the Runtime Image;
  - you require distributors and external end users to agree to terms that: (i) are at least as protective of Microsoft and any other licensors as this

agreement, and (ii) do not grant rights in the Runtime Image broader than those granted under this agreement;

- you display your valid copyright notice on your programs;
- you indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

**f. Other Restrictions.**

For any permitted demonstration or distribution under this agreement, you may not:

- use Microsoft's trademarks in your Product's name;
- suggest in any way that your Products come from, or are endorsed by, Microsoft;
- alter any copyright, trademark or patent notice in the Runtime Image; or
- include any malicious, deceptive or unlawful programs in your Product.

**4. Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. By accepting this agreement and using the software you agree, and will ensure that in using the software end users agree, that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at ([aka.ms/privacy](https://aka.ms/privacy)).

**5. Additional Licensing Requirements and/or Use Rights**

**a. Font Components.** While the software is running, you may use its fonts to display and print content. You may only:

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to help print content.

**b. No High Risk Use.** The software was not designed or intended for systems that require fault-tolerant performance. You may not use the software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

6. **Updates.** The Runtime Image will periodically check for updates, download them and install them to enhance Device functionality and security. You agree to receive these automatic updates without any additional notice. We recommend that Devices are periodically connected to the Internet at least once every month in order to check for and install any Runtime Image updates. You agree not to disable, programmatically manipulate, or redirect the automatic updating capability of the Runtime Image unless you enter into a license agreement authorized by Microsoft that expressly permits you to use a license file to change the update settings for the Runtime Image, in which case you may do so for Devices covered by that license.
7. **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 ([aka.ms/exporting](https://aka.ms/exporting)).

8. **Support Services**

Microsoft may provide support services for the software as described at ([aka.ms/mssupport](https://aka.ms/mssupport)).

9. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the Device manufacturer, and software installer.

- a. **Disputes covered-everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

- b. Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at ([aka.ms/disputeform](https://aka.ms/disputeform)). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business-King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see ([aka.ms/adr](https://aka.ms/adr)) or call 1-800-778-7879. To start an arbitration, submit the form available at ([aka.ms/arbitration](https://aka.ms/arbitration)) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or if a business your principal place of business) or our principal place of business-King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. Arbitration fees and payments.**
- (i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and

(3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.

- (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes - see Section 10.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 still applies.
- h. Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. Microsoft as party or third-party beneficiary.** If Microsoft is the Device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

- 10. Governing Law.** The laws of the state or country where you live (or, if you are a business, where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

**11. Consumer Rights, Regional Variations.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. Canada.** You may stop receiving updates on your Device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

- c. Germany and Austria.**

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
- (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

**12. Additional Notices.**



**a. Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your Device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

**b. H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. 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 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

**c. Use of Information.** Microsoft may use the computer 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.

**13. Entire Agreement.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- [Windows 10 Privacy Statement \(aka.ms/privacy\)](http://aka.ms/privacy)
- [Third Party Notices \(aka.ms/thirdpartynotices\)](http://aka.ms/thirdpartynotices)

**14. Limitation on and Exclusion of Damages.** You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. 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:

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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## **NO WARRANTY**

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A

REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your Device manufacturer to determine if your Device is covered by a warranty.