

MICROSOFT Migration Rights:

MICROSOFT® Migration Rights and Migration Table – Overview

Migration Rights:

(a) **Additional Definitions**

“Delivery Date” means the date when the Migration System is distributed to the End User.

“Final Software” means the Product in the Image licensed under this Licensing Appendix that must be permanently installed on the Migration System before the end of the Migration Period. Final Software is a successor version of Prior Software.

“Migration Period” means the shorter of:

- (a) either:
 - (i) the 12-month period following the Delivery Date of the Migration System;
 - or (ii) for Migration Systems requiring industry certification or industry regulatory compliance authorization post-delivery, the 24-month period following the Delivery Date of the Migration System;
- or (b) the period from Delivery Date to the Extended Support End Date.

“Migration Systems” means End User Systems that have not been previously distributed and that comply with the descriptions set forth in Sections (b) (1) and (2) below.

“Prior Software” means a Product in the Image licensed under this Licensing Appendix installed on the Migration System temporarily, either before or during the Migration Period.

(b) **Migration Systems Distribution.** End User purchases Migration Systems as described in (1) through (3) below, provided that End User complies with all the terms of this Section. For purposes of clarity, “migration” as used in this Section means a temporary use (no longer than the Migration Period) of the Prior Software until the End User installs the Final Software onto the Customer System (i.e. migration rights do not apply to a situation where the End User intends to use the Prior Software on a perpetual basis).

- (1) End User is running Systems that contain an Image that include the Prior Software on a temporary basis, and then migrate those Customer Systems by installing them with an Image containing the Final Software within the Migration Period;
- (2) End User is running Systems that contain an Image that include the Final Software, migrate those Customer Systems on a temporary basis to an Image containing the Prior Software, and then to migrate those Customer Systems back to an Image containing the Final Software by installing the Final Software within the Migration Period; and
- (3) both Final Software and Prior Software must be distributed with the Migration System at the same time.
- (4) End User does not simultaneously use both versions of the software on the Migration Systems;
- (5) End User does not loan, rent, lease, lend or otherwise transfer the CD or back-up copy of either version of the software to another End User, except as otherwise provided in the transfer provisions of these License Terms;
- (6) Unless otherwise agreed with *Diebold Nixdorf*, End User allows only *Diebold Nixdorf* to perform the upgrade from the Prior Software to the Final Software;
- (7) Upon upgrading to the Final Software, End User destroys the media version of the Recovery Image of the Prior Software and erase any and all system copies of the Prior Software.

- (c) **Permitted Migration Paths.** The Final Software must be a successor version of the Prior Software or must be listed in the respective Migration Table (down below) as an additional permitted migration path.
- (d) **Supplements.** End User must include all required Supplements
 - (1) for the Prior Software on any Migration System distributed with the Prior Software, and
 - (2) for the Final Software on any Migration System distributed with the Final Software.
- (e) **Recovery Images. End User** shall purchase a Recovery Image containing the Final Software ("Final Software Image") and a Recovery Image containing the Prior Software ("Prior Software Image") together with the Migration System.

Migration Table:

<i>Product Category</i>	<i>Final Software</i>	<i>Prior Software</i>
POS Ready	<ul style="list-style-type: none"> Windows Embedded 8.1 Industry Pro Retail 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded 8 Industry Pro Retail, Windows Embedded POSReady 7, Windows Embedded POSReady 2009
	<ul style="list-style-type: none"> Windows Embedded POSReady 7 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded POSReady 2009
	<ul style="list-style-type: none"> Windows Embedded POSReady 7 Pro 	<ul style="list-style-type: none"> Not applicable
Industry Pro	<ul style="list-style-type: none"> Windows Embedded 8.1 Industry Pro 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded 8 Industry Pro, Windows 7 (Professional & Ultimate) for Embedded Systems or Windows Embedded POSReady 7 Pro
Windows 10 IoT Enterprise Products	<ul style="list-style-type: none"> Windows® 10 IoT Enterprise 2016 LTSB High End 	<ul style="list-style-type: none"> Equivalent version of Windows 10 IoT Enterprise 2015 LTSB, Windows Embedded 8 or 8.1 Industry Pro and Pro Retail, Windows Embedded 8 or 8.1 Pro, Windows 7 (Professional & Ultimate) for Embedded Systems, Windows Embedded POSReady 7 and 7 Pro, Windows Embedded POSReady 2009. <p>Please note: Product SKUs have moved to value-based royalty pricing, based on the eligible Processor. Please refer to our Sales Representative</p>
	<ul style="list-style-type: none"> Windows® 10 IoT Enterprise 2016 LTSB Value 	<ul style="list-style-type: none"> Equivalent version of Windows 10 IoT Enterprise 2015 LTSB, Windows Embedded 8 or 8.1 Industry Pro and Pro Retail, Windows Embedded 8 or 8.1 Pro, Windows 7 (Professional & Ultimate) for Embedded Systems, Windows Embedded POSReady 7 and 7 Pro, Windows Embedded POSReady 2009. <p>Please note: Product SKUs have moved to value-based royalty pricing, based on the eligible Processor. Please refer to our Sales Representative.</p>

<i>Product Category</i>	<i>Final Software</i>	<i>Prior Software</i>
	<ul style="list-style-type: none"> Windows® 10 IoT Enterprise 2016 LTSCB Entry 	<ul style="list-style-type: none"> Equivalent version of Windows 10 IoT Enterprise 2015 LTSCB, Windows Embedded 8 or 8.1 Industry Pro and Pro Retail, Windows Embedded 8 or 8.1 Pro, Windows 7 (Professional & Ultimate) for Embedded Systems, Windows Embedded POSReady 7 and 7 Pro, Windows Embedded POSReady 2009. <p>Please note: Product SKUs have moved to value-based royalty pricing, based on the eligible Processor. Please refer to our Sales Representative</p>
	<ul style="list-style-type: none"> Windows® 10 IoT Enterprise 2015 LTSCB 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded 8 or 8.1 Industry Pro, Windows Embedded 8 or 8.1 Pro, Windows 7 (Professional & Ultimate) for Embedded Systems, Windows Embedded POSReady 7 Pro.
	<ul style="list-style-type: none"> Windows® 10 IoT Enterprise 2015 LTSCB for Retail or Thin Clients 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded 8 or 8.1 Industry Pro Retail, Windows Embedded POSReady 7, Windows Embedded POSReady 2009. <p>Please note: the Migration Systems must be Retail POS Systems or Thin Client Devices. Please refer to our Sales Representative</p>
Windows Embedded Enterprise/Embedded Desktop Operating Systems	<ul style="list-style-type: none"> Windows Embedded 8.1 Pro 	<ul style="list-style-type: none"> Equivalent version of Windows Embedded 8 Pro, Windows 7 (Professional & Ultimate) for Embedded Systems.