

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **WINDOWS 7 ULTIMATE FOR EMBEDDED SYSTEMS**

### **WINDOWS 7 PROFESSIONAL FOR EMBEDDED SYSTEMS (ALL VERSIONS)**

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These license terms are an agreement between you and Diebold, Incorporated ("Diebold"). Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

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

The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Diebold, licenses those to you.

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

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

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

#### **1. OVERVIEW.**

- a. Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live services are available from Microsoft under a separate agreement.

#### **2. USE RIGHTS.**

- a. Use.** The software license is permanently assigned to the device with which you acquired the software. That device is the "licensed device". You may use the software on the licensed device.
- b. Processor Limit.** You may use the software with no more than two processors at any one time.
- c. Alternative Versions.** You may only use the version of the software that is installed on the licensed device. You may not change it to any other version (such as the 32-bit or 64-bit version, or another language version).

#### **3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. Specific Use.** Diebold designed the licensed device for a specific use. You may only use the software for that use.
- b. Other Software.** You may use other programs with the software as long as the other programs
  - directly support the specific use for the licensed device, or
  - provide system utilities, resource management, or anti-virus or similar protection.

Software that provides consumer or business tasks or processes may not run on the licensed device. This includes email, word processing, spreadsheet, database, scheduling and personal

finance software. The licensed device may use terminal services protocols to access such software running on a server.

**c. Device Connections.** You may not use the software as server software. In other words, more than one device may not access, display, run, share or use the software at the same time. You may allow up to twenty other devices to access the software to use

- File Services,
- Print Services,
- Internet Information Services, and
- Internet Connection Sharing and Telephony Services.

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

**d. Remote Access Technologies.** You may access and use the software remotely from another device using remote access technologies as follows.

Remote Desktop. The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.

Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.

Other Remote Uses. You may allow any number of devices to access the software for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

**e. 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 print content.

**f. Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

**4. POTENTIALLY UNWANTED SOFTWARE.** The software includes Windows Defender. If Windows Defender is turned on, it will search this device for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will be automatically removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on this device.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

**5. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Diebold and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow

you to use it only in certain ways. For more information, see the software documentation or contact Diebold. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

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

- **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 licensed 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](http://go.microsoft.com/fwlink/?linkid=104604).

**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, and the name and version of the software you are using. Microsoft uses this information to make the Internet-based services available to you. Diebold has elected to turn on the following features in the licensed device.

- 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 not to use these web content features.
- Digital Certificates. The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of users 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.

For more information, go to: [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605).

- 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](http://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.
- 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](http://www.time.windows.com) once a week to provide your computer with the correct time. The connection uses standard NTP protocol.

- b. 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.
- 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. VALIDATION.

- a.** Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed, permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see [go.microsoft.com/fwlink/?Linkid=104610](http://go.microsoft.com/fwlink/?Linkid=104610).
- b.** The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for

example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see [go.microsoft.com/fwlink/?Linkid=104611](http://go.microsoft.com/fwlink/?Linkid=104611).

- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Windows product, or if it includes unauthorized changes, then the functionality and experience of using the software will be affected. For example:

Microsoft may

- repair the software, and remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software; or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes; or
- provide notice that the software is improperly licensed or a non-genuine Windows product;

and you may

- receive reminders to obtain a properly licensed copy of the software; or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate;

and you may not be able to

- use or continue to use the software or some of the features of the software; or
- obtain certain updates or upgrades from Microsoft.

- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources (including Diebold). For more information on obtaining updates from authorized sources see [go.microsoft.com/fwlink/?Linkid=104612](http://go.microsoft.com/fwlink/?Linkid=104612).

**7. PRODUCT SUPPORT.** Contact Diebold for support options. Refer to the support number provided with the device.

**8. MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).

**9. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

**10. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**11. UPGRADES.** To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from. After you upgrade, you may no longer use the software you upgraded from.

**12. PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed

software. To be valid, this label must be affixed to the device, or included on or in Diebold's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.

- 13. TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
- 14. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD.** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. If the software includes those visual compression technologies MPEG LA, L.L.C. requires this notice:  

THIS PRODUCT IS LICENSED UNDER ONE OR MORE VIDEO PATENT PORTFOLIO LICENSES SUCH AS, AND WITHOUT LIMITATION, THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND THE MPEG-2 VIDEO 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 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH PATENT PORTFOLIO LICENSES. 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 SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.
- 15. NOT FAULT TOLERANT.** The software is not fault tolerant. Diebold installed the software on the device and is responsible for how it operates on the device.
- 16. RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
- 17. THIRD PARTY PROGRAMS.** The software contains third party programs. The license terms with those programs apply to your use of them.
- 18. NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Diebold and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 19. LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

**It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.**

**20. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**21. ENTIRE AGREEMENT.** This agreement, additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), 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.

**22. APPLICABLE LAW.**

- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.