

# END-USER LICENSE AGREEMENT (EULA)

for

**- Windows® 10 IOT Core, Core Pro - Images and BSP**

---

These license terms are an agreement between you and Toradex AG, Altsagenstrasse 5, CH-6048 Horw, Switzerland ("Toradex" or "Toradex®"). Please read them. They apply to the software included on or supplied with your device and/or downloaded from the Toradex customer pages. The software includes the Microsoft® Windows® 10 IOT Core or Core Pro Images as provided by Toradex® and/or the Toradex® Board Support Packages ("BSP") for Windows® 10 IOT, which may include Platform Builder code, EBOOT Bootloader, device drivers and documentation as well as modifications, enhancements and bugfixes made by Toradex, in source code or binary format. The software also includes any separate media on which you received the software.

The software on your 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 Toradex, 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 Toradex to determine its return policy for a refund or credit.**

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

## 1. USE RIGHTS

- Use.** The software license is permanently assigned to the device with which you acquired the software. You may use the software on the device only.
- Board Support Packages ("BSP").** Before downloading and using a Toradex BSP you must acquire a valid license for Microsoft's Platform Builder and other necessary licenses from Microsoft as well as acquire a Toradex computer module and board. Board Support Packages from Toradex are provided in binary format only. You may only use a Toradex BSP to build software for use with Toradex products.
- Restrictions.** Toradex and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
  - use or virtualize features of the software separately;
  - publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - transfer the software (except as permitted by this agreement);



- (iv) work around any technical restrictions or limitations in the software;
- (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
- (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or if a business where your principal place of business is located) permit this even when this agreement does not. In that case, you may do only what your law allows; and
- (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

#### **d. Multi use scenarios.**

- (i) **Multiple versions.** If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
- (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
- (iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
- (iv) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
- (v) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
- (vi) **Specific Use.** If the manufacturer designed the licensed device for a specific use you may only use the software for that use.
- (vii) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software 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. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
- (viii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the industry system. "Desktop functions," as used in this agreement,



means a consumer or business task or process performed by a computer or computing device. This includes word processing, spreadsheets, database, scheduling, and personal finance.

(ix) **Other Programs.** You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection.

**2. SCOPE OF LICENSE.** The software is licensed, not sold, and nothing in this agreement shall be interpreted or construed as a sale or purchase of the software. This agreement only gives you some rights to use the software. Toradex and Microsoft reserve all other rights not expressly granted in this agreement. 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 Toradex. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile, disassemble or otherwise attempting to derive source code from 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.

**3. UPDATES.** You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

**4. 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.

**5. MICROSOFT INTERNET EXPLORER®.** You are not granted any license to Microsoft Internet Explorer with this agreement. You need a separate software license for using Microsoft Internet Explorer with the software. Please contact a local Microsoft sales representative or Toradex for further information.

**6. INTERNET-BASED SERVICES.** Microsoft may provide 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](http://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](http://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](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. You may disable the software's Malware reporting functionality by following the instructions found at [www.support.microsoft.com/?kbid=890830](http://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](http://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](http://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](http://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.

- 7. 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.
- 8. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
- 9. TRANSFER TO A THIRD PARTY. You may transfer the software only with the device, the Certificate of Authenticity ("COA") label, if applicable, 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.
- 10. NO LICENSE TO STANDARDS AND PATENT POOLS.** You are not granted a license to any necessary patent or other intellectual property of third parties with respect to telecom and CODEC standards (including any successors or derivatives) as well as any rights offered by patent pool licensing agencies such as MPEGLA, VIA Licensing and HDMI Licensing. Examples of standards include, without limitation: Global System for Mobile (Communications) (GSM), General Packet Radio Services (GPRS), Code Division Multiple Access (CDMA), Single Carrier Radio Transmission Technology (CDMA/1xRTT), and MPEG (audio and video). You are not granted a license to any patent pool where Microsoft is a party to the patent pool, except if you have the right to license such intellectual property under a separate license agreement.

**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](http://WWW.MPEGLA.COM).

**Notice about the MP3 Audio Standard.** This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service.

- 11. COPYRIGHT AND PRODUCT LABELING.** You must reproduce and apply any copyright or other proprietary rights notices. You are not authorized to use any trademarks, logos, etc. of Toradex, except as approved in advance and in writing by Toradex.
- 12. NOT FAULT TOLERANT. You acknowledge that the software is not fault tolerant.**
- 13. RESTRICTED USE.** The software was not designed for systems that require fail-safe performance or for incorporation into products intended for use in hazardous, dangerous to life or potentially life-threatening environments. You may not use the 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 or in severe environmental damage. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control, direct life support machines or weapons systems.
- 14. NO WARRANTIES FOR THE SOFTWARE. The software is provided "as is". You bear all risks of using it. Toradex, Microsoft and their affiliates give no express or implied 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. Toradex, Microsoft and their affiliates exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**
- 15. INDEMNITY.** You agree to fully defend and indemnify Toradex, Microsoft and their affiliates from any claims, liabilities and costs (including reasonable attorney's fees) related to your use of the software (including transfer to third parties) or your violation of this agreement.
- 16. LIABILITY LIMITATIONS. In no event shall Toradex, Microsoft or their affiliates be liable for any direct or indirect damages, including incidental, special, consequential, punitive damages or lost profits.**

**This limitation applies to:**

- anything related to the software, services, as well as to 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.**

**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.**

- 17. 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).
- 18. 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, form the entire agreement for the software and support services.



**19. APPLICABLE LAW AND JURISDICTION.** This agreement is governed exclusively by Swiss law. The exclusive court jurisdiction of the courts of Lucerne (venue: District Court Kriens) will apply to this agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

V-1.3 WIoT – 2015-11-12