

## MICROSOFT SOFTWARE LICENSE TERMS FOR: WINDOWS® EMBEDDED 8 PRO (ALL VERSIONS)

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These license terms are an agreement between you and Blue Coat (specifically, the relevant Blue Coat entity identified in the License Agreement) for the Blue Coat Malware Analysis Appliance (“MAA Product”). Please read them. They apply to the Microsoft Software included on the MAA Product licensed from Microsoft Corporation or its affiliate (“Software”).

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 Blue Coat, licenses those to you.

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

These terms are supplemental to, and are deemed incorporated into the end user license agreement applicable to the MAA Product.

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For your convenience, we’ve organized this agreement into two parts. The first part includes introductory terms phrased in a question and answer format; the Additional Terms follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window once the Software is running. **The Additional Terms contain a binding arbitration clause and class action waiver. If you live in the United States, these affect your rights to resolve a dispute with Blue Coat, or with Microsoft, and you should read them carefully.**

**By accepting this agreement or using the Software, you agree to all of these terms and consent to the transmission of certain information for Internet-based features of the Software. If you do not accept and comply with these terms, you may not use the Software or features.** Instead, you may contact Blue Coat to determine its return policy for a refund or credit under that policy.

**How can I use the Software?** The Software is licensed, not sold. Under this agreement, we grant you the right to install and run one copy only on the device with which you acquired the Software (the licensed device), for use by one person at a time, but only if you comply with all the terms of this agreement. The Software is not licensed to be used as server software or for commercial hosting – so, for example, you may not make the Software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios, see the Additional Terms.

**May I make a backup copy?** Yes, you may make a single copy of the Software for backup purposes, and use that backup copy as described below.

**Can I transfer the Software to another user?** You may transfer the Software directly to another user, only with the licensed device. The transfer must include the Software, proof of purchase, and, if provided

with the device, an authentic Windows label such as the certificate of authenticity label, including the product key. You may not keep any copies of the Software or any earlier version. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the Software.

**Does the Software collect my personal information?** If you connect your device to the Internet, some features of the Software may connect to Microsoft or service provider computer systems to send or receive information, including personal information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

**How does Microsoft use your information?** Microsoft uses the information it collects through the Software features to upgrade or fix the Software and otherwise improve its products and services. In certain circumstances, Microsoft also shares it with others. For example, Microsoft shares error reports with relevant hardware and software vendors, so that the vendors can use the information to improve how their products run with Microsoft products. You agree that Microsoft may use and disclose the information as described in Microsoft's Privacy Statement at [go.microsoft.com/fwlink/?LinkId=190175](http://go.microsoft.com/fwlink/?LinkId=190175).

**What does this agreement apply to?** The Windows Embedded 8 Pro Software on this device includes software licensed from Microsoft Corporation or its affiliate. This agreement (including any printed-paper license terms that accompany the Software) applies to the Software, any separate media on which you received the Software, and any Microsoft updates, supplements, and services for the Software, unless other terms come with them.

**Are there things I'm not allowed to do with the Software?** Yes. Because the Software is licensed, not sold, Blue Coat and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use 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); attempt to circumvent technical protection measures in the Software; or reverse engineer, decompile, or disassemble the Software, except if the laws where you live permit this even when this agreement does not. In that case, you may do only what your law allows. When using Internet-based features or Microsoft Family Safety, 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 any service, data, account, or network in an unauthorized manner.

## **ADDITIONAL TERMS**

### **1. License Rights and Multi User Scenarios**

- a. **Device.** In this agreement, "device" means a hardware system with internal storage capable of running the Software. The Software is licensed to run on up to two processors on the licensed device at any one time.
- b. **Multiple versions.** The Software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions at a time. Installing the 32-bit version of Windows Embedded 8 Pro on this device requires a change to the BIOS settings to legacy BIOS mode. If you switch back to the 64-bit version of Windows Embedded 8 Pro from the 32-bit version of Windows Embedded 8 Pro, then you should revert back to the original BIOS settings. If you do not revert back to these BIOS settings when switching back to the 64-bit version, the following Windows Embedded 8 Pro functionalities will not work as they rely on UEFI mode boot:
  - Secure Boot,
  - Seamless Boot experience,
  - Network unlock for Bitlocker for computer with a Trusted Platform Module (TPM) and
  - eDrive support.

Reverting back to UEFI mode will require a hard drive reformat. All data and personal settings will be lost. It is highly recommended that you back up your data before you revert back to UEFI mode.

- c. Specific Use. Blue Coat designed the licensed device for a specific use. You may only use the Software for that use.
- d. 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 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.

- e. 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 20 other devices to access the Software installed on the licensed device for the purpose of using 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 use unlimited inbound connections at any time via TCP/IP.
- f. Windows Store. Blue Coat has disabled links to the Windows Store and you must not enable such links.
- g. Other Restrictions. You must not add or remove a Virtual OSE or move a Virtual OSE from the device to another device or system. With the exception of access for administration and technical support purposes, using of Remote Assistance or similar technology is prohibited. You do not need a license to access Instances only to administer the Software. Your rights to use the Software as permitted hereunder expire when the applicable device is retired from service. As used in this Section 1g, the following terms have the following meanings:

- (1) "Instance" means an instance of software created by executing the Software's setup or install procedure or by duplicating an existing Instance. To "run an Instance" means to load an Instance of the Software into memory and execute one or more of its instructions. Once running, an "Instance" is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- (2) "Operating System Environment" or "OSE" means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.
- (3) "Physical OSE" means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.
- (4) "Virtual OSE" means an OSE that is configured to run on a virtual hardware system.

## 2. Binding Arbitration and Class Action Waiver

- a. Application. This Section 2 applies to any Dispute **EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, BLUE COAT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS.** "Dispute" means any dispute, action, or other controversy between you and Blue Coat, or you and Microsoft, concerning

the Software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

- b. Notice of Dispute. In the event of a dispute, you or Blue Coat must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. Send it by U.S. Mail to Blue Coat, ATTN: LEGAL DEPARTMENT. Blue Coat will send any Notice of Dispute to your U.S. Mail address if available, or otherwise to your e-mail address. You and Blue Coat will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Blue Coat may commence arbitration.
- c. Small claims court. You may also litigate any dispute in small claims court in your county of residence or the Blue Coat's principal place of business, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- d. Binding arbitration. **If you and Blue Coat, or Microsoft, do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury.** Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- e. Class action waiver. **Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you, Blue Coat, nor Microsoft, will seek to have any dispute heard as a class action, as a private attorney general action, or in any other proceeding in which any party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.**
- f. Arbitration procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA"), under its Commercial Arbitration Rules. If you are an individual and use the Software for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Software, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see [adr.org](http://adr.org) or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the Blue Coat's principal place of business. Blue Coat agrees to commence arbitration only in your county of residence. 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, and only to the extent required to satisfy your individual claim.
- g. Arbitration fees and incentives
  - i. Disputes involving \$75,000 or less. Blue Coat will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject the Blue Coat's last written settlement offer made before the arbitrator was appointed ("last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than the last written offer, Blue Coat will give you three incentives: (1) pay the greater of the award or \$1,000; (2) pay twice 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.

- ii. Disputes involving more than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- iii. Disputes involving any amount. In any arbitration you commence, Blue Coat will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Blue Coat commences, it will pay all filing, AAA, and arbitrator's fees and expenses. It will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- h. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute under this agreement to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.
- i. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.
- j. Third-Party Beneficiary. Microsoft Corporation is not a party to this agreement but is a third-party beneficiary of your and the Blue Coat's agreement to resolve disputes through informal negotiation and arbitration. If your dispute is with Microsoft, Microsoft agrees to do everything Blue Coat agrees to do in Section 2, and you agree to do everything regarding Microsoft that Section 2 requires you to do regarding Blue Coat. Mail a Notice of Dispute with Microsoft to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

### **3. INTERNET-BASED FEATURES; PRIVACY**

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) device information, such as your Internet protocol address, the type of operating system, browser and 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 features available to you, in accordance with the Windows 8 Privacy Statement, at [go.microsoft.com/fwlink/?LinkId=190175](http://go.microsoft.com/fwlink/?LinkId=190175). Some Internet-based features may be delivered at a later date via Microsoft's Windows Update service—if, for example, you acquire an application that relies on one of those services. Blue Coat may have elected to turn on one or more of the following features in the licensed device.

- a. **Windows Update.** If you use the Windows Update service in the Software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.
- b. **Windows Digital Rights Management technology.** Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the Software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.
- c. **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at [go.microsoft.com/fwlink/?LinkId=104605](http://go.microsoft.com/fwlink/?LinkId=104605).
- d. **Windows Defender.** If turned on, Windows Defender will search your device for many types of

malicious software, including viruses, worms, bots, rootkits, "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. If you choose the "recommended" security settings when you first start using the Software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your device ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

- e. Malicious software removal. If you use Windows Update, at least once each month the Software will scan for and remove from your device the malware listed at [go.microsoft.com/fwlink/?LinkId=241725](http://go.microsoft.com/fwlink/?LinkId=241725). After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your device. This information is used to improve the Software and other Microsoft products. You may disable the Software's reporting functionality by following the instructions found at [go.microsoft.com/fwlink/?LinkId=241725](http://go.microsoft.com/fwlink/?LinkId=241725).
- f. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement [go.microsoft.com/fwlink/?LinkId=239590](http://go.microsoft.com/fwlink/?LinkId=239590). By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.
- g. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed device, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed device is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example [teredo.ipv6.microsoft.com](http://teredo.ipv6.microsoft.com)). The information sent from your device by Teredo is used to determine if your device is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.
- h. Plug and Play and Plug and Play Extensions. Your device may not have the drivers needed to communicate with hardware that you connect to your device. If so, the update feature of the Software can obtain and install the correct driver on your device. An administrator can disable this update feature.
- i. Digital certificates. The Software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The Software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.
- j. 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 transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- k. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the

title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see [go.microsoft.com/fwlink/?LinkId=239590](http://go.microsoft.com/fwlink/?LinkId=239590).

- l. Search provider update. The Software will download an update to the data on your device about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the Software will try to perform the update several times if it does not successfully download the update. For more information, see [go.microsoft.com/fwlink/?LinkId=239590](http://go.microsoft.com/fwlink/?LinkId=239590).
- m. Cookies. If you choose to use online features in the Software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at [go.microsoft.com/fwlink/?linkId=74170](http://go.microsoft.com/fwlink/?linkId=74170).

## 5. PROOF OF LICENSE

The elements of a valid license include a genuine product key, successful activation of the Software, an authentic Windows label such as a Certificate of Authenticity (COA), and proof of purchase from a supplier of genuine Microsoft software. A valid license may also include a Windows activation file installed on the device by Blue Coat. If there is a COA or other Windows label, it must be affixed to the device or appear on the Blue Coat's software packaging or peripherals when purchased. If you receive an authenticity label separate from your device, it does not establish proof of license.

For further information about Microsoft genuine software, see [howtotell.com](http://howtotell.com).

## 6. UPDATES AND UPGRADES

You may only obtain updates or upgrades for the Software from Microsoft or authorized sources. You may not be able to obtain certain updates or upgrades from Blue Coat, or Microsoft, if your copy of the Software is improperly licensed. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. For more information about Genuine Windows, see [go.microsoft.com/fwlink/?LinkId=104612](http://go.microsoft.com/fwlink/?LinkId=104612).

## 7. FONTS, ICONS, IMAGES, AND SOUNDS

- a. Font components. While the Software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.
- b. Icons, images, and sounds. While the Software is running, you may access and use its icons, images, sounds, and media only from the licensed device. You may not share the sample images, sounds and media provided with the Software or use them for any other purpose.

## 8. .NET FRAMEWORK

The Software includes one or more components of the .NET Framework, which you may use only as described at [go.microsoft.com/fwlink/?LinkId=66406](http://go.microsoft.com/fwlink/?LinkId=66406) if you use the .NET Framework components to conduct internal benchmark testing.

## 9. H.264/AVC AND MPEG-4 VISUAL STANDARDS AND VC-1 VIDEO STANDARDS

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 [MPEGLA.COM](http://MPEGLA.COM).

**10. NOT FAULT TOLERANT. The Software is not fault tolerant. Blue Coat installed the Software on the device and is responsible for how it operates on the device.**

**11. 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.

**12. EXPORT RESTRICTIONS**

You must also comply with all domestic and international export laws and regulations that apply to the Software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit [go.microsoft.com/fwlink/?LinkId=141397](http://go.microsoft.com/fwlink/?LinkId=141397) and [microsoft.com/exporting](http://microsoft.com/exporting).

**13. 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, Blue Coat and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

**14. 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.**

**15. REFUND PROCEDURES**

If you are seeking a refund, contact Blue Coat to determine its return policy for a refund or credit. You must comply with that policy, which might require you to return the Software with the entire device on which the Software is installed for a refund.