

## MICROSOFT SOFTWARE LICENSE TERMS FOR:

MICROSOFT® WINDOWS® XP PROFESSIONAL 64 BIT EDITION FOR EMBEDDED SYSTEMS (1-2 CPU)  
MICROSOFT® WINDOWS® XP PROFESSIONAL FOR EMBEDDED SYSTEMS (1-2 CPU VERSION)

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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.

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 Blue Coat, licenses those to you.

As described below, using some features also operates as your consent to the transmission of certain standard 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 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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If you comply with these license terms, you have the rights below.

### 1. USE RIGHTS.

You may use the software on the device with which you acquired the software.

*Processor Limit.* You may use the software with no more than two (2) processors at any one time.

### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- Specific Use.** Blue Coat designed this device for a specific use. You may only use the software for that use.
- Other Software.** You may use other programs with the software as long as the other programs
  - directly support the manufacturer's specific use for the 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 device. This includes email, word processing, spreadsheet, database, scheduling and personal finance software. The device may use terminal services protocols to access such software running on a server.

- 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 ten other devices to access the software to use
  - File Services,
  - Print Services,
  - Internet Information Services, and

- Internet Connection Sharing and Telephony Services.

The ten 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. **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 3d, 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.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Blue Coat 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 Blue Coat. Except and only to the extent permitted by applicable law despite these limitations, 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 software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.msp>. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following feature uses Internet protocols, which send to the appropriate systems computer 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 services available to you.

- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where the software was installed. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **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.

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.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; [www.mpegla.com](http://www.mpegla.com).

4. **PRODUCT SUPPORT.** Contact Blue Coat for support options. Refer to the support number provided with the device.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
6. **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 Blue Coat'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>.
7. **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.

8. **NOT FAULT TOLERANT.** The software is not fault tolerant. Blue Coat or its licensor installed the software on the device and is responsible for how it operates on the device.
9. **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.
10. **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.
11. **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.

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- 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.

12. **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).