

ソフトウェアライセンスに関するご案内

お知らせ

現在、Microsoft Windows を搭載した装置には、クリーンペーパーに印刷したソフトウェアライセンス条項を同梱していますが、CO₂排出量の低減を目的として、2026年4月以降に出荷される装置から、データでの提供に切り替えます。

データは、装置の製番ごとの取扱説明書ダウンロードサイト「My Machine Portal (MMP)」で提供いたします。

当社製品をご使用になる前に、ライセンス情報をご確認ください。
なお、ライセンス情報は本書にも掲載しています。

対象機種

全機種

お問い合わせ

本件についてのお問い合わせは、ask_manual@disco.co.jp までお願いいたします。

Introduction

License information for software related to DISCO machines is indicated in this document.

- Depending on the machine specifications, the applicable software may not be included.
- Check the applicable items as needed.

Software type
Software whose copyright is owned by DISCO (Software developed by DISCO. Includes the incidental documents.)
Software whose copyright is owned by a third party (May include open-source software subject to GPL*, LGPL**, or other licenses.)

*GPL: GNU General Public License

**LGPL: GNU Lesser General Public License

Information on Open-source Software

License Information

For the copyright display and details of the license of the open-source software incorporated in the machine, refer to the license information on the machine screen (this information may also be included in data obtained from the machine).

For products in which license information is not provided on the machine screen, please refer to the "Manual Downloads" page at the following URL:

https://www.disco.co.jp/eg/products/manual_dl/index.html

Offer of Source Code

The software on this machine may include open-source software whose source code can be obtained by customers in accordance with GPL, LGPL, or other license terms.

How to obtain the source code

If you want to obtain the source code, contact us from "Contact Form" at the following URL:

<https://www.disco.co.jp/eg/contact/general/contact.html>

Please note that we cannot answer any question about details of the source.

Source code offer period

For 3 years since the machine was sold

Costs

For offer of any source code, please note that we will charge you the actual cost (medium cost, shipping fee, etc.).

Microsoft Software License Terms

The Microsoft software license terms (MICROSOFT SOFTWARE LICENSE TERMS or END-USER LICENSE AGREEMENT) provided by Microsoft are described on the following pages.

These terms constitute the End User License Agreement (EULA) for the Microsoft software supplied by Microsoft to DISCO (OEM partner).

Based on Microsoft's instructions, DISCO distributes this document to customers (end users).

- The license terms contained in this document have not been modified in any way from the version provided by Microsoft.
- Please make sure to review the license terms before using any DISCO product (equipment with Windows installed).
- Use of DISCO products (equipment with Windows installed) constitutes acceptance of the license terms set forth herein.
- If you do not agree to the license terms set forth herein, you may not use DISCO products (equipment with Windows installed).

MICROSOFT SOFTWARE LICENSE TERMS WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

MICROSOFT SOFTWARE LICENSE TERMS WINDOWS EMBEDDED STANDARD 7

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT WINDOWS SERVER INTERNET OF THINGS (IoT) OFFERINGS

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

はじめに

本書には、当社装置に関連するソフトウェアのライセンス情報を掲載しています。

- ・装置の仕様によって、該当するソフトウェアが含まれない場合があります。
- ・必要に応じて該当する項目をご確認ください。

ソフトウェアの種類
弊社が著作権を所有するソフトウェア (弊社が開発したソフトウェア。付帯するドキュメント類を含む)
第三者が著作権を所有するソフトウェア (GPL*、LGPL**、またはその他のライセンスの適用を受けるオープンソースソフトウェアを含む場合があります)

*GPL: GNU General Public License

**LGPL: GNU Lesser General Public License

オープンソースソフトウェアに関するご案内

ライセンス情報

装置に組み込まれたオープンソースソフトウェアの著作権表示、およびライセンスの詳細については、装置画面内のライセンス情報をご覧ください。(装置から取得したデータに含まれる場合があります。)

装置画面内にライセンス情報が掲載されていない製品に関しては、下記 URL の「取扱説明書ダウンロード」ページをご覧ください。

https://www.disco.co.jp/products/manual_dl/index.html

ソースコード提供について

装置のソフトウェアには GPL、LGPL、またはその他のライセンス条件に従い、お客様がソースコードを入手できるオープンソースソフトウェアが含まれている場合があります。

ソースコードの入手方法

ソースコードの入手を希望されるお客様は、下記 URL の「お問い合わせフォーム」からご連絡ください。

<https://www.disco.co.jp/contact/general/contact.html>

ソースコードの内容などについてのお問い合わせはご遠慮ください。

ソースコードの提供期間

装置の販売から 3 年間

費用について

ソースコードの提供に際しては、実費（メディア費用、送料など）を請求させていただきます。

ソフトウェアライセンス条項

次ページ以降に、Microsoft が提供する Microsoft ソフトウェアのライセンス条項 (MICROSOFT SOFTWARE LICENSE TERMS、または END-USER LICENSE AGREEMENT) を掲載します。

これらは、Microsoft から当社 (OEM パートナー) に提供された Microsoft ソフトウェアに関する使用許諾書 (End User License Agreement) です。

Microsoft の指示に基づき、当社がお客様 (エンドユーザー) への配布を行っています。

- ・本書に掲載しているライセンス条項は、Microsoft から提供された文書を一切改変していません。
- ・当社製品 (Windows 搭載機) をご使用になる前に、必ずライセンス条項の内容をご確認ください。
- ・当社製品 (Windows 搭載機) をご使用になることにより、お客様は、当該ライセンス条項に同意されたものとみなします。
- ・当該ライセンス条項に同意されない場合、当社製品 (Windows 搭載機) をご使用いただくことはできません。

MICROSOFT SOFTWARE LICENSE TERMS WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

MICROSOFT SOFTWARE LICENSE TERMS WINDOWS EMBEDDED STANDARD 7

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT WINDOWS SERVER INTERNET OF THINGS (IoT) OFFERINGS

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 8. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the ([aka.ms/](#)) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. 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 or credit, if any.

1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
 - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at ([aka.ms/msa](#)). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
 - (ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.
 - (iii) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at ([aka.ms/adobeflash](#)). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

- (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party program can be view at (aka.ms/thirdpartynotices).

2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, “device” means a physical hardware system) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer 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:
 - (i) use or virtualize features of the software separately;
 - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - (iii) transfer the software;
 - (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 and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; 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) **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. 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. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
- (vii) **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 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 but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.

e. Windows 10 IoT Enterprise Features for Development and Testing Only

(1) Windows 10 Containers. You may only use Windows 10 Containers for commercial purposes and activities with Microsoft Azure IoT Edge. You may use any number of virtual operating system environments instantiated as Windows 10 Containers by the Microsoft Azure IoT Edge Runtime on the device.

(2) Device Health Attestation. You may only implement Device Health Attestation in a commercial use if you execute a Microsoft Windows IoT Core Services Agreement at: <https://azure.microsoft.com/en-us/services/windows-10-iot-core/>.

- f. Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

- 3. Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.
- 4. Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive

reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

5. **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.
6. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. 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 (aka.ms/exporting).
7. **Support and Refund Procedures.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
8. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer

Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. 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 to satisfy your individual claim.

e. Arbitration fees and payments.

- (i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay 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 unless you and we agree on them.
- (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 9.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.

h. Conflict with AAA rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

9. Governing Law. The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

10. Consumer Rights, Regional Variations. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below

regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, “goods” refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

- d. **Germany and Austria.**

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
- (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called “cardinal obligations”). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

11. Additional Notices.

- a. **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.

- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

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 WWW.MPEGLA.COM

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

12. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to aka.ms/useterms or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- [Windows 10 Privacy Statement \(aka.ms/privacy\)](https://aka.ms/privacy)
- [Microsoft Services Agreement \(aka.ms/msa\)](https://aka.ms/msa)
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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. *[OEM]* has elected to turn on the following features on the 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 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.

- 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 ("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.
- 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 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. 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.
- 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.
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Last updated November 2024

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- Windows Server IOT 2025 Standard
- Windows Server IOT 2025 Datacenter
- Windows Server IoT 2025 for Storage Standard
- Windows Server IoT 2025 Storage Workgroup
- Windows Server IoT 2025 Telecommunications

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Windows Server IoT 2025 Standard and Datacenter

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- c. Specific Use.** The manufacturer or installer designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.

2. How to License Server Software.

- a. Licensing a Server.** Properly licensed software grants you the right to install and run a certain number of instances of the server software on a server. Before you run these instances, you must determine the number of required core licenses per server (subsection 2.b) and assign those core licenses to that server as described below.

You are licensed for a minimum of 16 cores; additional core licenses may be included in the manufacturer's or installer's server packaging. Any such additional licenses you

acquire from the manufacturer or installer will also be subject to these license terms and any other additional terms included with those additional licenses. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging, which will indicate the total number of core licenses assigned to the server by the manufacturer or installer.

b. Determining the Number of Licenses Required. To license a server, all physical cores in the server must be licensed.

- i. Each server is required to be licensed with a minimum of 16 core licenses.
- ii. Each physical processor is required to be licensed with a minimum of eight core licenses.

If the number of physical cores in the server exceeds the minimum 16 core license requirement, you may need additional core licenses to cover the additional physical cores, except as provided for in subsection 2.c.i(b).

- iii. If the number of physical cores in the server exceeds the minimum 16 core license requirement, you need additional core licenses to cover the additional physical cores. Physical cores that are disabled for use by an operating system do not need to be licensed; this exemption does not reduce the minimum number of core licenses required as described in this section.

c. Assigning the Required Number of Licenses to the Server

- i. (a) **Initial Assignment.** The software license is assigned to the server with which you acquired the software, except as provided below. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
- (b) **Reassignment.**
 - (1) You may not reassign core licenses for software obtained from a manufacturer or installer, unless you purchase those additional license rights.
 - (2) If you acquire additional licenses that include the right to reassign a core license, you may reassign that core license, but not within 90 days of the last assignment. You may reassign that core license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a core license, the server to which you reassign the license becomes the new licensed server for that core license. You may need additional core licenses to cover all of the physical cores in the new server.

d. Running Instances of the Server Software.

Windows Server IoT 2025 Standard

- i. For each server to which you have assigned the required number of core licenses as provided in Section 2.b., at any one time you may run the server software in:
 - one physical operating system environment,
 - up to two virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.
- ii. If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - run hardware virtualization software,
 - provide hardware virtualization services,
 - run software to manage and service operating system environments on the licensed server.
- iii. If you want to run additional instances of the server software as set forth in this Section 2.d., you may need to acquire additional licenses to the server as described in Section 2.b.

Windows Server IoT 2025 Datacenter

- i. For each server to which you have assigned the required number of core licenses as provided in Section 2.b. you may run, at any one time:
 - one physical operating system environment,
 - any number of virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.

e. Server Repartitioning. You may reassign licenses on a single piece of hardware sooner than permitted above, when you:

- reallocate physical processors from one licensed hardware partition to another;
- create two or more partitions from one licensed hardware partition;
- create one partition from two or more licensed hardware partitions.

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of physical processors, physical cores and core licenses remains the same.

- f. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software (to which additional fees may sometimes apply) only with the server software. For a list of additional software, see (aka.ms/additionalsoftware).
- g. Creating and Storing Instances on Your Servers or Storage Media.** For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- h. Restrictions.** The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:
- work around any technical restrictions or limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;
 - use the software's files and components within another operating system or application running on another operating system;
 - publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
 - transfer the software (except as permitted by this agreement);
 - separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system;
 - use the software for commercial software hosting services; or
 - 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- i. Included Microsoft Programs.** The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.
- j. Updates.** The software periodically checks for system updates and may install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
- k. Backup Copy.** You may make a single copy of the software for backup purposes. You may use it only to create instances of the software.
- l. Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
- m. Multiplexing.** Multiplexing or pooling to reduce direct connections with the software does not reduce the number of licenses of any type that you need.

3. Windows Server IoT 2025 Client Access Licenses (CALs)

a. Types of CALs and Assignment

There are two types of CALs: one for devices and one for users. You may use a combination of device and user CALs.

- i. Device CAL. Permits one device, used by any user, to access an instance of the server software on your licensed servers.
- ii. User CAL. Permits one user, using any device, to access an instance of the server software on your licensed servers.

Assignment. You must acquire and assign the corresponding version of the appropriate CAL to each device or user that directly or indirectly accesses your instances of the server software. A hardware partition or blade is considered to be a separate device.

Your CALs also permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version (e.g., under downgrade rights (see section 4.b.)), you may also use CALs corresponding to that earlier version.

Reassignment. You may:

- reassign a CAL to another device or user, but not less than 90 days since the last reassignment of that same CAL, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user.
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

Exceptions. You do not need CALs for:

- any of your servers already licensed to run instances of the server software (i.e. for licensed server to access another licensed server);
- up to two devices or users to access your instances of the server software only to administer those instances;
- any instance running in a physical operating system environment used solely to:
 - run hardware virtualization software;
 - provide hardware virtualization services;
 - run software to manage and service operating system environments on the licensed server.
- any user or device that accesses a Web Workload or HPC Workload.

Additional CALs. Some server software functionality requires additional CALs, some of which are listed below:

- Windows Server Remote Desktop Services: the corresponding version of the Windows Server Remote Desktop Services CAL.

- b. Windows Server IoT 2025 Remote Desktop Services.** In addition to a Windows Server CAL, you must acquire the corresponding version of Windows Server Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality, (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology), or (iii) accesses the Multipoint Services functionality. For more information about Windows Server Remote Desktop Services CALs, visit (aka.ms/windowsrds).
- c.** The server software can be used in either "per device or per user" mode or "per

server” mode. In “per device or per user” mode, you need a Windows Server CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server CALs.

4. Additional Licensing Provisions.

- a. Downgrade Rights** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the following editions of the software for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle):

For Windows Server IoT 2025 Standard

- Windows Server Standard
- Windows Server Enterprise

For Windows Server IoT 2025 Datacenter

- Windows Server Datacenter
- Windows Server Standard
- Windows Server Enterprise

This agreement applies to your use of the earlier versions of the editions listed above. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store, or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for all cores in the physical server in accordance with Section 3 of this agreement. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of these editions apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions or other editions to you. At any time, you may replace an earlier version or edition with this version and edition of the software.

Windows IoT Server for Storage Standard

1. License Model Overview.

- a. **License Requirements.** The server software licenses are based on: (a) the number of physical cores in the physical hardware; (b) the number of devices and users that access instances of specific versions of server software (CALs); and (c) the server software functionality accessed. The license terms are dependent on, and align to, a specific software product version. For example, if you acquired a prior version, the licensing terms specific to that version apply to that version of server software, and do not entitle you to future versions of the software.
- b. **License Difference.** Under the Standard edition license you are limited to a certain number of instances of server software.
- c. **Specific Use.** The manufacturer or installer designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.

2. How to License Server Software.

- a. **Licensing a Server.** Properly licensed software grants you the right to install and run a certain number of instances of the server software on a server. Before you run these instances, you must determine the number of required core licenses per server (subsection 3.b) and assign those core licenses to that server as described below.
- b. **Assigning the Required Number of Licenses to the Server**
 - i. **Initial Assignment.** The software license is assigned to the server with which you acquired the software, except as provided below. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
 - ii. **Reassignment.**
 - (a) You may not reassign core licenses for software obtained from a manufacturer or installer, unless you purchase those additional license rights.
 - (b) If you acquire additional licenses that include the right to reassign a core license, you may reassign that core license, but not within 90 days of the last assignment. You may reassign that core license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a core license, the server to which you reassign the license becomes the new licensed server for that core license. You may need additional core licenses to cover all of the physical cores in the new server.

- c. Running Instances of the Server Software.** You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.
- d. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software, visit (aka.ms/additionalsoftware).
- e. Server Repartitioning.** You may reassign licenses on a single piece of hardware sooner than permitted above, when you:
- reallocate physical processors from one licensed hardware partition to another;
 - create two or more partitions from one licensed hardware partition;
 - create one partition from two or more licensed hardware partitions.

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of physical processors, physical cores and core licenses remains the same.

- f. Creating and Storing Instances on Your Servers or Storage Media.** For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- g. Limitation on Functions Supported by the Software.** The manufacturer or installer licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support:
- enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which the manufacturer or installer designed this server,
 - enterprise resource planning (ERP) software,
 - messaging or enterprise mail,
 - Microsoft Exchange or Microsoft SharePoint Portal Server,
 - team collaboration software,

- web-based time management applications that address appointment, meeting and other calendar items,

h. Restrictions. The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:

- work around any technical restrictions or limitations in the software;
- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;
- use the software's files and components within another operating system or application running on another operating system;
- publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
- transfer the software (except as permitted by this agreement);
- separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system;
- use the software for commercial software hosting services; or
- 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

i. Included Microsoft Programs. The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.

j. Updates. The software periodically checks for system updates and may install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By

accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

- k. Backup Copy.** You may make a single copy copies of the software solely for backup purposes. You may use it only to create instances of the software.
 - l. Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
 - m. Multiplexing.** Multiplexing or pooling to reduce direct connections with the software does not reduce the number of licenses of any type that you need.
- 3. No Windows Server CALs Required.** Servers that access or use functions of Windows Storage Server software licensed under these license terms do not require a client access license (CAL) for Windows Server. Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.
- 4. Additional Licensing Provisions.**
- a. Downgrade Rights** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the following editions of the software for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle):

Windows Server IoT 2025 Storage Workgroup

1. License Model Overview.

- a. License Model.** The software is licensed based on the number of instances of server software that you run, and the number of user accounts that access instances of server software.
- b. Specific Use.** The manufacturer or installer designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.

2. How to License Server Software.

- a. Licensing a Server.** You may install and use one copy of the server software on one licensed server (physical or virtual). Up to 50 users can access and use the server software on that server as long as:
 - each such user has an assigned user account, and
 - the user accesses the server software through that account.

You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

- b. Assignment of the License to the Server.** The software license is permanently assigned to the server with which you acquired the software. That server is the licensed server for that particular license. A hardware partition or blade is considered to be a separate server. You may not assign the same license to more than one server.
- c. Running Instances of the Server Software.** You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.
- d. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software, visit (aka.ms/additionalsoftware).
- e. Server Repartitioning.** You may reassign licenses on a single piece of hardware sooner than permitted above, when you:
 - reallocate physical processors from one licensed hardware partition to another;

- create two or more partitions from one licensed hardware partition;
- create one partition from two or more licensed hardware partitions.

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of physical processors licenses remains the same.

f. Creating and Storing Instances on Your Servers or Storage Media. For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

g. Limitation on Functions Supported by the Software. The manufacturer or installer licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support:

- enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which the manufacturer or installer designed this server,
- enterprise resource planning (ERP) software,
- messaging or enterprise mail,
- Microsoft Exchange or Microsoft SharePoint Portal Server,
- team collaboration software,
- web-based time management applications that address appointment, meeting and other calendar items,

Additional Limitations on Functions for Windows Storage Server Workgroup:

- more than 6 disk drives,
- NVMe-enabled hardware, and/or
- the external Serial Attached SCSI (SAS) interconnect.

These limitations do not restrict use of the server for data management (such as providing storage and backup functions) for the software identified above.

h. Restrictions. The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not

expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:

- work around any technical restrictions or limitations in the software;
- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;
- use the software's files and components within another operating system or application running on another operating system;
- publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
- transfer the software (except as permitted by this agreement);
- separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system;
- use the software for commercial software hosting services; or
- 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- i. **Included Microsoft Programs.** The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.
- j. **Updates.** The software periodically checks for system updates and may install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
- k. **Backup Copy.** You may make a single copy copies of the software solely for backup purposes. You may use it only to create instances of the software.

- l. Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
 - m. Multiplexing.** Multiplexing or pooling to reduce direct connections with the software does not reduce the number of licenses of any type that you need.
- 3. No Windows Server CALs Required.** Servers that access or use functions of Windows Storage Server software licensed under these license terms do not require a client access license (CAL) for Windows Server. Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.
- 4. Additional Licensing Provisions.**
 - a. Downgrade Rights** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the following editions of the software for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle).

Windows Server IoT 2025 Telecommunications

1. License Model Overview.

- a. The license model described below covers core licensing of certain editions and versions of the server software and client access licenses (CALs). A minimum number of core licenses for each physical processor and server is required, unless otherwise stated. Additionally, each user or device accessing the server software requires a server software CAL, unless otherwise stated.
- b. **License Requirements.** The server software licenses are based on: (a) the number of physical cores in the physical hardware; (b) the number of devices and users that access instances of specific versions of server software (CALs); and (c) the server software functionality accessed. The license terms are dependent on, and align to, a specific software product version. For example, if you acquired a prior version, the licensing terms specific to that version apply to that version of server software, and do not entitle you to future versions of the software.
- c. **Specific Use.** The manufacturer or installer designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.

2. How to License Server Software.

- a. **Licensing a Server.** Properly licensed software grants you the right to install and run a certain number of instances of the server software on a server. Before you run these instances, you must determine the number of required core licenses per server (subsection 3.b) and assign those core licenses to that server as described below.

You are licensed for a minimum of 16 cores; additional core licenses may be included in the manufacturer's or installer's server packaging. Any such additional licenses you acquire from the manufacturer or installer will also be subject to these license terms and any other additional terms included with those additional licenses. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging, which will indicate the total number of core licenses assigned to the server by the manufacturer or installer.

- b. **Determining the Number of Licenses Required.** This license covers up to two physical processors. In order to determine how many licenses you need for each server, you must count the number of physical processors on the server, divide that number by two, and round up to the nearest whole number.
- c. **Assigning the Required Number of Licenses to the Server**

- ii. (a) **Initial Assignment.** The software license is assigned to the server with which you acquired the software, except as provided below. That server is the licensed server for all of those licenses. You may not assign the same core licenses to more than one server at the same time.
- (b) **Reassignment.**
 - (1) You may not reassign core licenses for software obtained from a manufacturer or installer, unless you purchase those additional license rights.
 - (2) If you acquire additional licenses that include the right to reassign a core license, you may reassign that core license, but not within 90 days of the last assignment. You may reassign that core license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a core license, the server to which you reassign the license becomes the new licensed server for that core license. You may need additional core licenses to cover all of the physical cores in the new server.

d. Running Instances of the Server Software

Windows Server IoT 2025 Telecommunications

- i. For each server to which you have assigned the required number of core licenses as provided in Section 3.b., at any one time you may run the server software in:
 - one physical operating system environment,
 - up to two virtual operating system environments, and
 - any number of operating system environments instantiated as Windows Server Containers without Hyper-V isolation.
 - ii. If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - run hardware virtualization software,
 - provide hardware virtualization services,
 - run software to manage and service operating system environments on the licensed server.
 - iii. If you want to run additional instances of the server software as set forth in this Section 3.d., you may need to acquire additional licenses to the server as described in Section 3.b.
- e. Server Repartitioning.** You may reassign licenses on a single piece of hardware sooner than permitted above, when you:

- reallocate physical processors from one licensed hardware partition to another;
- create two or more partitions from one licensed hardware partition;
- create one partition from two or more licensed hardware partitions.

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of physical processors, physical cores and core licenses remains the same.

- f. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software (to which additional fees may sometimes apply) only with the server software. For a list of additional software, see (aka.ms/additionalsoftware).
- g. Creating and Storing Instances on Your Servers or Storage Media.** For each server for which you are appropriately licensed, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- h. Restrictions.** The software is licensed, not sold. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, whether by implication, estoppel or otherwise, unless applicable law gives you more rights. You must comply with any technical limitations in the software that only allow you to use it in certain ways. For example, this license does not give you any right to, and you may not:
- work around any technical restrictions or limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in the software;
 - use the software's files and components within another operating system or application running on another operating system;
 - publish, rent, lease, lend, or copy the software (other than the permitted backup copy);
 - transfer the software (except as permitted by this agreement);
 - separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies

even if the operating system environments are on the same physical hardware system;

- use the software for commercial software hosting services; or
- 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.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

- i. Included Microsoft Programs.** The software may contain other Microsoft programs. Unless otherwise specified, these license terms apply to your use of those Microsoft programs used with server software.
 - j. Updates.** The software periodically checks for system updates and may install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
 - k. Backup Copy.** You may make a single copy copies of the software solely for backup purposes. You may use it only to create instances of the software.
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