



Dear COMPANY,

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- Your use of the Kit will be subject to any Microsoft distribution license agreement ("License") signed with Microsoft Licensing, GP, Microsoft Ireland Operations Limited, Microsoft (China) Company Limited or other Microsoft OEM licensing subsidiary (collectively, "MS") for the Kit or for the underlying Microsoft product ("Product).
- If you have not executed a License with MS, then (1) the terms of the online license for the Kit (if any); (2) the terms of the pre-release and/or evaluation agreement(s) with Microsoft Corporation; or (3) the terms in the attached Exhibit A will apply, as applicable.

This letter has important information about the Kit. Please retain this letter for future reference. If you have any questions about this Kit, please contact your OEM Sales Account Manager.

OEM Policy Document

OEM Policy Documents ("OPDs"), if any, are considered part of the Kit. The OPD and any modifications to the OPD will be posted on the MyOEM website.

Product Key Information

The Product Key, if any, may be used solely for preinstallation, and may not be used to pre-populate the Product ID. The Product Key may not be shared with or distributed to end users or others. The Product Key may not be used as part of a System-Locked Preinstallation or OEM Activation or to activate the Product prior to distribution to end users. Note that Product Keys are not required for all Products, so Product Key information may not be included in the Kit. COMPANY may only use language or product version(s) licensed under your License. Any additional language product(s) or versions(s) included within the OPK may not be used.

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You may not order associated Product end user deliverables (e.g., Digital Product Key, Certificate of Authenticity, media, documentation, etc) from a Microsoft Authorized Replicator or distribute the Product to End Users before you have executed a License for the Product.

Sincerely,

MS

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Exhibit A

If COMPANY has not executed a License for the product associated with the Kit ("Product"), or the Kit is not subject to an online license, COMPANY's use of the Kit is subject to the following terms:

- COMPANY has received this Exhibit A and associated letter from MS.
- COMPANY may use this Kit solely for its internal testing of the Product software on COMPANY systems and only in COMPANY testing facilities by COMPANY employees.
- COMPANY shall not reverse engineer, decompile, or disassemble the Product software or other software included in the Kit, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
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- If a License for the Product software is not entered into within sixty (60) days of the date of this letter (as such period is approved and/or extended by MS, "Interim Period"), then COMPANY's limited license to use this Kit as permitted herein shall expire and COMPANY shall return the Kit to MS and destroy any copies of the Product created.
- If an applicable License for the Product is executed within the Interim Period, then, the terms of such License shall apply in lieu of this Exhibit A and associated letter.

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