

Dear OEM:

**A required Supplemental release consisting of Supplemental Code to the Microsoft software product(s) identified below (“Products”) and any related documentation (collectively, the “Required Supplement”) is being made available as part of each Product under the OEM Master Licensing Agreement (“Master Agreement”) between MS\* and you (either an individual or a single entity, “COMPANY”).**

All capitalized terms not defined in this letter have the same meaning as set forth in the Master Agreement. The terms in this letter supersede any inconsistent terms contained in the Master Agreement or any related material for the Products.

<b>Product Names and Versions**:</b>	<b>Applicable languages:</b>
Windows® 8.1 Pro (All Editions), Windows® 8.1 (All Editions), Windows 8.1 Single Language Edition, Windows 8.1 Chinese Language Edition, Windows® 8.1 Small Screen (All Editions), Windows 8.1 Small Screen Touch with Office H&S 2013 (All Editions)	All available languages.

\*\* The Supplemental updates noted below apply to all variations of the Product Names and Versions including K, KN and N versions, regional variations, etc., unless otherwise noted.

**The Required Supplement contains the following:** Windows 8.1 Update GDR and Windows 8.1 Update full media release

Notwithstanding Section 2.j.4 of the Master Agreement, COMPANY must implement this Required Supplement per below:

- Once the Required Supplement is released on Windows Update, COMPANY has 90 days before it must incorporate this Required Supplement into all new or updated Software Loads. For clarity, if COMPANY creates new or updated Software Loads within 90 days of the Required Supplement’s release on Windows Update, COMPANY may implement this Required Supplement, but is not required to, since it is within the 90 days.

"Software Load" is defined as follows: (a) If COMPANY uses an imaging utility application to preinstall the Product on a Customer System, then "Software Load" means the creation or, if the image has been updated, the latest update of the image. An update of the image will include any additions or changes to the software COMPANY preinstalls on the Customer System. This includes the software image, drivers, applications or configurations added to, updated or removed from the image, even if the Product image does not change. (b) If COMPANY runs a setup routine (e.g., runs setup.exe) to preinstall the Product on a Customer System, then "Software Load" means the creation or, if the image has been updated, the latest update of the files used to preinstall software on a Customer System. An update of the files will include any additions or changes to the software COMPANY preinstalls on the Customer System. This includes the software image, drivers, applications or configurations added to, updated or removed from, the files.

- The Windows 8.1 Update GDR will be released before the Windows 8.1 Update full media release is available. COMPANY may install either the Windows 8.1 Update GDR or the Windows 8.1 Update full media release. For clarity if COMPANY opts to install the Windows 8.1 Update full media release, COMPANY does not need to also install the Windows 8.1 Update GDR to obtain the new features.
- If COMPANY opts to install the Windows 8.1 Update GDR:
  - COMPANY is strongly encouraged to install the OneNote app, a new Windows inbox app included in the OPK, at the same time. Unless OneNote is installed, the Windows 8.1 Update GDR first screen of Start will have a blank space where the OneNote tile would be located. For the other Windows inbox apps, COMPANY may install the updated versions of the other Windows inbox apps included in the OPK or install the previous versions of those apps. For clarity, COMPANY must install a version of each Windows inbox apps per the OPD except for OneNote; and
  - COMPANY must install all of the included KB packages which comprise the Windows 8.1 Update GDR.
- Additionally, if COMPANY hasn’t already installed this Required Supplement at the time it installs the Office 2013 Service Pack 1 (Office Single Image v15.2 SP1 OPK), COMPANY must install this Required Update at the same time it installs the Office 2013 Service Pack 1.
- If COMPANY preinstalls the Windows 8.1 Update (either the GDR or the full media release) as a part of the shipping image on the device, the recovery image for the device must include the Windows 8.1 Update as well.
- Customer Systems preinstalled with the Windows 8.1 Update must not be distributed to End Users until General Availability Date, “GA Date”, which will be communicated via MyOEM at a later date. Prior to the GA Date, COMPANY may enable distribution of Customer Systems with the Windows 8.1 Update only to Channel Partners that contractually agree to:
  - (i) not distribute to End Users until the GA Date set by MS, and



(ii) pass through this contractual obligation to the entities to which such Channel Partners sell or otherwise distribute Customer Systems with any Windows 8.1 Update.

If MS finds that COMPANY has not complied with these terms, COMPANY will pay the Default Charge for each unit of Product software distributed by or on behalf of COMPANY, OEM Subsidiaries, or Channel Partners to End Users prior to the GA Date.

- In addition to the requirements in the DTOS Product List, AT 41 (Windows 8.1 Family Products and Windows 8 Family Products Disclaimer/Notice), COMPANY must clearly and conspicuously indicate to End Users that the Product includes Windows 8.1 Update. For example, COMPANY may provide the notice in advertisements, Web sites, packaging, and point of purchase materials.

### **License**

The Required Supplement is a component of each Product identified above and is part of the OPK for that Product. Use is subject to the terms and conditions of the Master Agreement for that Product and any additional terms in this letter. COMPANY must use the Required Supplement in accordance with the terms of the Master Agreement. The terms and conditions contained in this Required Supplement supersede any inconsistent terms contained in the Master Agreement or the OPK for the Products.

### **Distribution Rights**

COMPANY must incorporate this Required Supplement into its images that include any of the Products identified above, and must preinstall and distribute the Required Supplement as part of those images in accordance with the Master Agreement.

COMPANY must offer the Required Supplement at no charge, except that COMPANY may charge its reasonable cost of materials and shipping and handling.

### **Term of License**

COMPANY's license rights to the Required Supplement expire on the earliest of: (i) One year from the date of this Letter; (ii) the termination or expiration of COMPANY's license rights to the Product to which the Required Supplement relates; (iii) termination or expiration of the Master Agreement; or (iv) termination for cause of terms in this letter.

### **MS**

**\*Note:** The above rights are provided to COMPANY on behalf of one of the following Microsoft OEM licensing entities: Microsoft Licensing, GP; Microsoft Ireland Operations Limited; Microsoft (China) Company Limited; or another corporation or partnership that is directly or indirectly wholly-owned by Microsoft Corporation. If and when you have entered into a Master Agreement for one or more Product, "MS" as used in this document means the same legal entity identified as "MS" under your license agreement for that Product.