

**IMPORTANT. Read this Microsoft Development License Agreement before opening this package. By opening this package, you indicate your acceptance of this Microsoft Development License Agreement.**

**MICROSOFT DEVELOPMENT LICENSE  
Windows NT Preliminary Device Driver Kit**

1. **LICENSE GRANTS.** To develop Windows NT device drivers, developers will need to utilize two computer systems- a development system and a debugging system. Microsoft Corporation ("Microsoft") grants to you the following non-exclusive, non-assignable, royalty-free rights with respect to the enclosed Microsoft preliminary software in source and object code form (the "MS Code"):

(a) to use the MS Code on a development system and a debugging system for the sole purposes of designing, developing, and testing a device driver or drivers for the Microsoft Windows NT operating system or any other environment in which the MS Code is designed to operate;

(b) to install the Windows NT retail operating system code from the Microsoft Win32 Preliminary SDK for Windows NT on a second machine to be used for debugging drivers. (the license agreement for the Microsoft Win32 Preliminary SDK for Windows NT gives you the right to install the Windows NT retail operating system code on your development system);

(c) to reproduce and distribute test versions of your device driver(s) created using the MS Code, provided you agree to be solely responsible for updating your customers with versions of your device driver(s) which have been rebuilt with the final version of the Windows NT Device Driver Kit ("DDK") and that operate satisfactorily with the final commercial release of Microsoft Windows NT; and

(d) to modify the source code of the MS Code and to reproduce and distribute such modifications in object code form provided that you: (i) distribute the MS Code only in conjunction with and as a part of your device driver; (ii) change the appropriate file names on all device drivers, virtual devices, and related components that are created by modifying the included source code in accordance with the "Driver File Name Policy" section of the release notes accompanying the MS Code; (iii) do not make any statements to the effect or which imply that your driver is "certified" by Microsoft or that its performance is guaranteed by Microsoft; (iv) do not use Microsoft's name, logo, or trademarks to market your device driver and (v) agree to indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from your distribution of the device driver.

(e) The MS Code shall not be used, modified, reproduced or distributed except as provided above and you agree to destroy or erase the copy of the MS Code upon Microsoft's release of the MS Code in final form. Except as provided herein, Microsoft does not grant any express or implied right to you to or under Microsoft patents, copyrights, trademarks, or trade secret information.

(f) Microsoft makes no commitments that a device driver developed using this preliminary DDK will work with the final commercial version of Windows NT. You acknowledge that MS will not be obligated to make any of the MS Code included in this package available as a final commercial product.

2. **COPYRIGHT.** The MS Code is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the MS Code like any other copyrighted material and you may not reproduce the MS Code except as otherwise provided herein. You may not copy the printed materials accompanying the MS Code. Microsoft grants you the right to print one copy of the documentation files provided on the CD-ROM.

3. **OTHER RESTRICTIONS.** You may not rent or lease the MS Code, or otherwise transfer the MS Code and accompanying written materials.

4. **NO WARRANTIES.** Because the MS Code is preliminary code and may be changed substantially before first commercial shipment, the MS Code and accompanying written materials are provided "as is", without warranty of any kind. To the maximum extent permitted by applicable law, Microsoft disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. The entire risk arising out of the use or performance of the MS Code and any accompanying written materials remains with you.

5. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** In no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the MS Code, even if Microsoft has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

6. **MISCELLANEOUS.** If you acquired this product in the United States, this Agreement is governed by the laws of the State of Washington. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and expenses.

7. **YOU AGREE TO COMPLY WITH MICROSOFT TRADEMARK USAGE GUIDELINES AS MAY BE PRESCRIBED FROM TIME TO TIME WITH ANY PRODUCT DEVELOPED USING MS CODE.**