

ES400

Regulatory Guide



Regulatory Information

This guide applies to the following Model: ES405B.

All Motorola devices are designed to be compliant with rules and regulations in locations they are sold and will be labeled as required.

Any changes or modifications to Motorola equipment, not expressly approved by Motorola, could void the user's authority to operate the equipment.



CAUTION Only use Motorola approved and UL Listed accessories, battery packs and battery chargers.

Do NOT attempt to charge damp/wet mobile computers or batteries. All components must be dry before connecting to an external power source.

Declared maximum operating temperature: 40°C.



NOTE Under certain adverse conditions, interference may be experienced when using a headset while simultaneously charging; if this occurs either remove the headset or cease charging.

This guide is available in local languages, translations can be downloaded from the following website:

<http://www.motorola.com/enterprisemobility/support/>.

UL Listed Products with GPS

Underwriters Laboratories Inc. (UL) has not tested the performance or reliability of the Global Positioning System (GPS) hardware, operating software or other aspects of this product. UL has only tested for fire, shock or casualties as outlined in UL's Standard(s) for Safety for Information Technology Equipment, UL60950-1. UL Certification does not cover the performance or reliability of the GPS hardware and GPS operating software. UL MAKES NO REPRESENTATIONS, WARRANTIES OR CERTIFICATIONS WHATSOEVER REGARDING THE PERFORMANCE OR

RELIABILITY OF ANY GPS RELATED FUNCTIONS OF THIS PRODUCT.

Bluetooth® Wireless Technology

This is an approved Bluetooth product. For more information or to view the End Product Listing, please visit <http://www.bluetooth.org/tpg/listings.cfm>.

Wireless Devices Country Approvals

Regulatory markings, subject to certification, are applied to the device signifying the radio(s) are approved for use in the following countries: United States, Canada, Japan, Australia, and Europe¹.

Please refer to the Motorola Declaration of Conformity (DoC) for details of other country markings. This is available at <http://www.motorola.com/Business/US-EN/Document+Library/Declaration+of+Conformity>.

Note 1: Europe includes Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.

Country Roaming

This device incorporates the International Roaming feature (IEEE802.11d) which will ensure the product operates on the correct channels for the particular country of use.

Ad-Hoc Operation

Ad-Hoc operation is limited to Channels 36-48 (5150-5250 MHz). Use of this band is restricted to Indoor Use Only, any other use will make the operation of this device illegal.

Frequency of Operation – FCC and IC

5 GHz Only

The use in the UNII (Unlicensed National Information Infrastructure) band 1 (5150-5250 MHz) is restricted to Indoor Use Only; any other use will make the operation of this device illegal.

Health and Safety Recommendations

Ergonomic Recommendations



CAUTION In order to avoid or minimize the potential risk of ergonomic injury follow the recommendations below. Consult with your local Health & Safety Manager to ensure that you are adhering to your company's safety programs to prevent employee injury.

- Reduce or eliminate repetitive motion
- Maintain a neutral postures
- Reduce or eliminate excessive force
- Keep objects that are used frequently within easy reach
- Perform tasks at correct heights
- Reduce or eliminate vibration
- Reduce or eliminate direct pressure
- Provide adjustable workstations
- Provide adequate clearance
- Provide a suitable working environment
- Improve work procedures
- Alternate hands whenever possible when performing a repetitive task.

Vehicle Installation

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles (including safety systems). Check with the manufacturer or its representative regarding your vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

An air bag inflates with great force. DO NOT place objects, including either installed or portable wireless equipment, in the area over the air bag or in the air bag deployment area. If in-vehicle wireless equipment is improperly installed and the air bag inflates, serious injury could result.

Position your device within easy reach. Be able to access your device without removing your eyes from the road.

Note: Connection to an alert device that will cause a vehicle horn to sound or lights to flash, on receipt of a call on public roads, is not permitted.

Safety on the Road

Do not take notes or use the device while driving. Jotting down a "to do" list or flipping through your address book takes attention away from your primary responsibility, driving safely.

When driving a car, driving is your first responsibility - Give full attention to driving. Check the laws and regulations on the use of wireless devices in the areas where you drive. Always obey them.

When using a wireless device behind the wheel of a car, practice good common sense and remember the following tips:

1. Get to know your wireless device and any features such as speed dial and redial. If available, these features help you to place your call without taking your attention off the road.
2. When available, use a hands free device.
3. Let the person you are speaking with know you are driving; if necessary, suspend the call in heavy traffic or hazardous weather conditions. Rain, sleet, snow, ice, and even heavy traffic can be hazardous.
4. Dial sensibly and assess the traffic; if possible, place calls when you are not moving or before pulling into traffic. Try to plan calls when your car will be stationary. If you need to make a call while moving, dial only a few numbers, check the road and your mirrors, then continue.
5. Do not engage in stressful or emotional conversations that may be distracting. Make people you are talking with aware you are

driving and suspend conversations that have the potential to divert your attention from the road.

6. Use your wireless phone to call for help. Dial the Emergency services, (9-1-1 in the US, and 1-1-2 in Europe) or other local emergency number in the case of fire, traffic accident or medical emergencies. Remember, it is a free call on your wireless phone! The call can be made regardless of any security codes and depending on a network, with or without a SIM card inserted.
7. Use your wireless phone to help others in emergencies. If you see an auto accident, crime in progress or other serious emergency where lives are in danger, call the Emergency Services, (9-1-1 in the US, and 1-1-2 in Europe) or other local emergency number, as you would want others to do for you.
8. Call roadside assistance or a special non-emergency wireless assistance number when necessary. If you see a broken-down vehicle posing no serious hazard, a broken traffic signal, a minor traffic accident where no one appears injured, or a vehicle you know to be stolen, call roadside assistance or other special non-emergency wireless number.

"The wireless industry reminds you to use your device / phone safely when driving."



Warnings for Use of Wireless Devices

Please observe all warning notices with regard to the usage of wireless devices.

Potentially Hazardous Atmospheres

You are reminded of the need to observe restrictions on the use of radio devices in fuel depots, chemical plants etc. and areas where the air contains chemicals or particles (such as grain, dust, or metal powders) and any other area where you would normally be advised to turn off your vehicle engine.

Safety in Aircraft

Switch off your wireless device whenever you are instructed to do so by airport or airline staff. If your device offers a 'flight mode' or similar feature, consult airline staff as to its use in flight.



Safety in Hospitals

Wireless devices transmit radio frequency energy and may affect medical electrical equipment.

Wireless devices should be switched off wherever you are requested to do so in hospitals, clinics or healthcare facilities. These requests are designed to prevent possible interference with sensitive medical equipment.

Pacemakers

Pacemaker manufacturers recommended that a minimum of 15 cm (6 inches) be maintained between a handheld wireless device and a pacemaker to avoid potential interference with the pacemaker. These recommendations are consistent with independent research and recommendations by Wireless Technology Research.

Persons with pacemakers:

- Should ALWAYS keep the device more than 15cm (6 inches) from their pacemaker when turned ON.
- Should not carry the device in a breast pocket.
- Should use the ear furthest from the pacemaker to minimize the potential for interference.
- If you have any reason to suspect that interference is taking place, turn OFF your device.

Other Medical Devices

Please consult your physician or the manufacturer of the medical device, to determine if the operation of your wireless product may interfere with the medical device.



RF Exposure Guidelines

Safety Information

Reducing RF Exposure - Use Properly

Only operate the device in accordance with the instructions supplied.

International

The device complies with internationally recognized standards covering human exposure to electromagnetic fields from radio devices. For information on "International" human exposure to electromagnetic fields refer to the Motorola Declaration of Conformity (DoC) at

<http://www.motorola.com/Business/US-EN/Document+Library/Declaration+of+Conformity>.

Europe

Handheld Devices

This device was tested for typical body-worn operation. Use only Motorola tested and approved belt-clips, holsters, and similar accessories to ensure EU Compliance.

US and Canada

Phones (placed to ear or used with headset)

Use only Motorola tested and approved belt-clips, holsters, and similar accessories to ensure FCC Compliance. The use of third-party belt-clips, holsters, and similar accessories may not comply with FCC RF exposure compliance requirements, and should be avoided. The FCC has granted an Equipment Authorization for these model phones with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. SAR information on these model phones is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/ea/fccid>.

Co-located Statement

To comply with FCC RF exposure compliance requirement, the antenna used for this transmitter must not be co-located or operating in conjunction with any other transmitter/antenna except those already approved in this filing.

Camera Flash

LED LIGHT

DO NOT VIEW DIRECTLY WITH OPTICAL INSTRUMENTS
CLASS 1M LED PRODUCT.

Power Supply

Use only a Motorola/Symbol approved power supply output rated 5 VDC and minimum 1.2A. The power supply shall be Listed to UL/CSA 60950-1; and certified to IEC60950-1 and EN60950-1 with SELV outputs. Use of alternative power supply will invalidate any approval given to this device and may be dangerous.

Batteries

Taiwan - Recycling

EPA (Environmental Protection Administration) requires dry battery producing or importing firms in accordance with Article 15 of the Waste Disposal Act are required to indicate the recycling marks on the batteries used in sales, giveaway or promotion. Contact a qualified Taiwanese recycler for proper battery disposal.



「廢電池請回收」

Battery Information

Motorola rechargeable battery packs are designed and constructed to the highest standards within the industry. However, there are limitations to how long a battery can operate or be stored before needing replacement. Many factors affect the actual life cycle of a battery pack, such as heat, cold, harsh environmental conditions and severe drops.

When batteries are stored over six (6) months, some irreversible deterioration in overall battery quality may occur. Store batteries at half of full charge in a dry, cool place, removed from the equipment to prevent loss of capacity, rusting of metallic parts and electrolyte leakage. When storing batteries for one year or longer, the charge level should be verified at least once a year and charged to half of full charge.

Replace the battery when a significant loss of run time is detected. Standard warranty period for all Motorola batteries is one year, regardless if the battery was purchased separately or included as part of the mobile computer. For more information on Motorola batteries, please visit:

<http://mysymbolcare.symbol.com/battery/batbasics1.html>



CAUTION Risk of explosion if battery is replaced by an incorrect type.

Dispose of batteries according to instructions.

Battery Safety Guidelines

- The area in which the units are charged should be clear of debris and combustible materials or chemicals. Particular care should be taken where the device is charged in a non commercial environment.
- Follow battery usage, storage, and charging guidelines found in the user's guide.
- Improper battery use may result in a fire, explosion, or other hazard.
- To charge the mobile device battery, the battery and charger temperatures must be between +32°F and +104°F (0°C and +40°C)
- Do not use incompatible batteries and chargers. Use of an incompatible battery or charger may present a risk of fire, explosion, leakage, or other hazard. If you have any questions about the compatibility of a battery or a charger, contact Motorola Enterprise Mobility support.

- To enable authentication of an approved battery, as required by IEEE1725 clause 10.2.1, all batteries will carry a Motorola hologram. Do not fit any battery without checking it has the Motorola authentication hologram.
- For devices that utilize a USB port as a charging source, the device shall only be connected to products that bear the USB-IF logo or have completed the USB-IF compliance program.
- Do not disassemble or open, crush, bend or deform, puncture, or shred.
- Severe impact from dropping any battery-operated device on a hard surface could cause the battery to overheat.
- Do not short circuit a battery or allow metallic or conductive objects to contact the battery terminals.
- Do not modify or remanufacture, attempt to insert foreign objects into the battery, immerse or expose to water or other liquids, or expose to fire, explosion, or other hazard.
- Do not leave or store the equipment in or near areas that might get very hot, such as in a parked vehicle or near a radiator or other heat source. Do not place battery into a microwave oven or dryer.
- Battery usage by children should be supervised.
- Please follow local regulations to promptly dispose of used re-chargeable batteries.
- Do not dispose of batteries in fire.
- Seek medical advice immediately if a battery has been swallowed.
- In the event of a battery leak, do not allow the liquid to come in contact with the skin or eyes. If contact has been made, wash the affected area with large amounts of water and seek medical advice.
- If you suspect damage to your equipment or battery, contact Motorola Enterprise Mobility support to arrange for inspection.

Use with Hearing Aids

When some wireless devices are used near some hearing devices (hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and wireless devices also vary in the amount of interference they generate. In the event of interference you may want to consult your hearing aid supplier to discuss solutions.

The wireless telephone industry has developed ratings for some of their mobile phones, to assist hearing device users in finding phones that may be compatible with their hearing devices. Not all phones have been rated. Motorola terminals that are rated have the rating included on the Declaration of Conformity (DoC) at <http://www.motorola.com/Business/US-EN/Document+Library/Declaration+of+Conformity>.

The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

M-Ratings: Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/higher of the two ratings.

T-Ratings: Phones rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated phones. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them.)

Hearing devices may also be measured for immunity to this type of interference. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device. The more immune your hearing aid is, the less likely you are to experience interference noise from mobile phones.

Hearing Aid Compatibility

This device is marked HAC showing compliance with the applicable requirements of FCC Part 68 and CS03-Part 5.

This device is not HAC compliant during Voice Over IP (VOIP) calls.

Radio Frequency Interference Requirements-FCC



Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Increase the separation between the equipment and receiver
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected
- Consult the dealer or an experienced radio/TV technician for help.

Radio Transmitters (Part 15)

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Radio Frequency Interference Requirements - Canada

This Class B digital apparatus complies with Canadian ICES-003. Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

Radio Transmitters

This device complies with RSS 210 of Industry & Science Canada. Operation is subject to the following two conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

Label Marking: The Term "IC:" before the radio certification only signifies that Industry Canada technical specifications were met.

The use of 5GHz RLAN's, for use in Canada, have the following restrictions:

Restricted Band 5.60 – 5.65 GHz

Marking and European Economic Area (EEA)

Frequency of Operation

The use of 2.4 GHz RLAN's, for use through the EEA, have the following restrictions:

- Maximum radiated transmit power of 100 mW EIRP in the frequency range 2.400 - 2.4835 GHz
- France, outside usage is restricted to 2.4 - 2.454 GHz.
- Italy requires a user license for outside usage.

Bluetooth® Wireless Technology for use through the EEA has the following restrictions:

- Maximum radiated transmit power of 100mW EIRP in the frequency range 2.400 -2.4835 GHz
- France, outside usage is restricted to 10mW EIRP

- Italy requires a user license for outside usage.

Statement of Compliance

Motorola, Inc., hereby, declares that this device is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC. A Declaration of Conformity may be obtained from <http://www.motorola.com/Business/US-EN/Document+Library/Declaration+of+Conformity>.

Other Countries

Brazil

Declarações Regulamentares para

Nota: "A marca de certificação se aplica ao Transceptor, modelo MC659B. Este equipamento opera em caráter secundário, isto é, não tem direito a proteção contra interferência prejudicial, mesmo de estações do mesmo tipo, e não pode causar interferência a sistemas operando em caráter primário."

Para maiores informações sobre ANATEL consulte o site: www.anatel.gov.br

Mexico - Restrict Frequency Range to: 2.450 - 2.4835 GHz.

Sri Lanka - Restrict Frequency Range to: 2.400 – 2.430 GHz.

Australia - Use of 5GHz RLAN's in Australia is restricted in the following band 5.50 – 5.65GHz.

Chile

Este equipo cumple con la Resolución No 403 de 2008, de la Subsecretaria de telecomunicaciones, relativa a radiaciones electromagnéticas.

Taiwan



低功率電波輻射性電機管理辦法
第十二條

經型式認證合格之低功率射頻電機，非經許可，公司、商號或使用者均不得擅自變更頻率、加大功率或變更原設計之特性及功能。

第十四條

低功率射頻電機之使用不得影響飛航安全及干擾合法通信；經發現有干擾現象時，應立即停用，並改善至無干擾時方得繼續使用。

前項合法通信，指依電信規定作業之無線電通信。

低功率射頻電機須忍受合法通信或工業、科學及醫療用電波輻射性電機設備之干擾。

在 5.25-5.35 兆赫頻帶內操作之無線資訊傳輸設備，限於室內使用。



Waste Electrical and Electronic Equipment (WEEE)

English: For EU Customers: All products at the end of their life must be returned to Motorola for recycling. For information on how to return product, please go to:

<http://www.motorola.com/recycle/weee/weee>.

Français: Clients de l'Union Européenne : Tous les produits en fin de cycle de vie doivent être retournés à Motorola pour recyclage. Pour de plus amples informations sur le retour de produits, consultez :

<http://www.motorola.com/recycle/weee/weee>.

Español: Para clientes en la Unión Europea: todos los productos deberán entregarse a Motorola al final de su ciclo de vida para que sean reciclados. Si desea más información sobre cómo devolver un producto, visite: <http://www.motorola.com/recycle/weee>.

Deutsch: Für Kunden innerhalb der EU: Alle Produkte müssen am Ende ihrer Lebensdauer zum Recycling an Motorola zurückgesandt werden. Informationen zur Rücksendung von Produkten finden Sie unter <http://www.motorola.com/recycle/weee>.

Italiano: per i clienti dell'UE: tutti i prodotti che sono giunti al termine del rispettivo ciclo di vita devono essere restituiti a Motorola al fine di consentirne il riciclaggio. Per informazioni sulle modalità di

restituzione, visitare il seguente sito Web:

<http://www.motorola.com/recycle/weee>.

Português: Para clientes da UE: todos os produtos no fim de vida devem ser devolvidos à Motorola para reciclagem. Para obter informações sobre como devolver o produto, visite:

<http://www.motorola.com/recycle/weee>.

Nederlands: Voor klanten in de EU: alle producten dienen aan het einde van hun levensduur naar Motorola te worden teruggezonden voor recycling. Raadpleeg <http://www.motorola.com/recycle/weee> voor meer informatie over het terugzenden van producten.

Polski: Klienci z obszaru Unii Europejskiej: Produkty wycofane z eksploatacji należą zwrócić do firmy Motorola w celu ich utylizacji. Informacje na temat zwrotu produktów znajdują się na stronie internetowej <http://www.motorola.com/recycle/weee>.

Čeština: Pro zákazníky z EU: Všechny produkty je nutné po skončení jejich životnosti vrátit společnosti Motorola k recyklaci. Informace o způsobu vrácení produktu najdete na webových stránkách: <http://www.motorola.com/recycle/weee>.

Eesti: EL klientidele: kõik tooted tuleb nende eluea lõppedes tagastada taaskasutamise eesmärgil Motorola'ile. Lisainformatsiooni saamiseks toote tagastamise kohta külastage palun aadressi: <http://www.motorola.com/recycle/weee>.

Magyar: Az EU-ban vásárlóknak: Minden tönkrement terméket a Motorola vállalathoz kell eljuttatni újrahasznosítás céljából. A termék visszajuttatásának módjával kapcsolatos tudnivalókról látogasson el a <http://www.motorola.com/recycle/weee> weboldalra.

Slovenski: Za kupce v EU: vsi izdelki se morajo po poteku življenjske dobe vrniti podjetju Motorola za reciklažo. Za informacije o vračilu izdelka obiščite: <http://www.motorola.com/recycle/weee>.

Svenska: För kunder inom EU: Alla produkter som uppnått sin livslängd måste returneras till Motorola för återvinning. Information om hur du returnerar produkten finns på <http://www.motorola.com/recycle/weee>.

TURKISH WEEE Statement of Compliance

EEE Yönetmeliğine Uygundur

Suomi: Asiakkaat Euroopan unionin alueella: Kaikki tuotteet on palautettava kierrätettäväksi Motorola-yhtiöön, kun tuotetta ei enää käytetä. Lisätietoja tuotteen palauttamisesta on osoitteessa <http://www.motorola.com/recycle/weee>.

Dansk: Til kunder i EU: Alle produkter skal returneres til Motorola til recirkulering, når de er udtjent. Læs oplysningerne om returnering af produkter på: <http://www.motorola.com/recycle/weee>.

Ελληνικά: Για πελάτες στην Ε.Ε.: Όλα τα προϊόντα, στο τέλος της διάρκειας ζωής τους, πρέπει να επιστρέφονται στην Motorola για ανακύκλωση. Για περισσότερες πληροφορίες σχετικά με την επιστροφή ενός προϊόντος, επισκεφθείτε τη διεύθυνση <http://www.motorola.com/recycle/weee> στο Διαδίκτυο.

Malti: Għal klijenti fl-UE: il-prodotti kollha li jkunu waslu fl-aħħar tal-ħajja ta' l-użu tagħhom, iridu jiġu rritornati għand Motorola għar-riciklaġġ. Għal aktar tagħrif dwar kif għandek tiritorna l-prodott, jekk jogħġbok żur: <http://www.motorola.com/recycle/weee>.

Slovenski: Za kupce v EU: vsi izdelki se morajo po poteku življenjske dobe vrniti podjetju Motorola za reciklažo. Za informacije o vračilu izdelka obiščite: <http://www.motorola.com/recycle/weee>.

Slovenčina: Pre zákazníkov z krajín EU: Všetky výrobky musia byť po uplynutí doby ich životnosti vrátené spoločnosti Motorola na recykláciu. Bližšie informácie o vrátení výrobkov nájdete na: <http://www.motorola.com/recycle/weee>.

Lietuvių: ES vartotojams: visi gaminiai, pasibaigus jų eksploatacijos laikui, turi būti gražinti utilizuoti į kompaniją „Motorola“. Daugiau informacijos, kaip gražinti gaminių, rasite: <http://www.motorola.com/recycle/weee>.

Latviešu: ES klientiem: visi produkti pēc to kalpošanas mūža beigām ir jānogādā atpakaļ Motorola otrreizējai pārstrādei. Lai iegūtu informāciju par produktu nogādāšanu Motorola, lūdzu, skatiet: <http://www.motorola.com/recycle/weee>.

Türkçe: AB Müşterileri için: Kullanım süresi dolan tüm ürünler geri dönüşürme için Motorola'ya iade edilmelidir. Ürünlerin nasıl iade edileceği hakkında bilgi için lütfen şu adresi ziyaret edin: <http://www.motorola.com/recycling/weee>.

End-user License Agreement

These license terms are an agreement between you and Motorola, Inc. ("Company"). Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed by Company from Microsoft Corporation or its affiliate.

The terms also apply to any:

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

By using the software, including use on this device, you accept these terms. If you do not accept them, do not use the device or software. Instead, contact Company to determine its return policy for a refund or credit.

WARNING: If the software contains voice operated technologies, then operating this software requires user attention. Diverting attention away from the road while driving can possibly cause an accident or other serious consequence. Even occasional, short diversions of attention can be dangerous if your attention is diverted away from your driving task at a critical time. Company and Microsoft make no representations, warranties or other determinations that ANY use of this software is legal, safe, or in any manner recommended or intended while driving or otherwise operating a motor vehicle.

If you comply with these license terms, you have the rights below.

1. USE RIGHTS.

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

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Specific Use.** Company designed this device for a specific use. You may only use the software for that use.
- b. Included Microsoft Programs and Additional Required Licenses.** Except as provided below, these license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
 - i.** This agreement does not grant you any rights with respect to the Windows Mobile Device Center, Microsoft ActiveSync or Microsoft Outlook 2007 Trial which are subject to the licenses accompanying those items.
- c. Speech Recognition.** If the software includes speech recognition component(s), you understand that speech recognition is an inherently statistical process and that recognition errors are inherent in the process. Neither Company nor Microsoft or their suppliers shall be liable for any damages arising out of errors in the speech recognition process.
- d. Phone Functionality.** If the device software includes phone functionality, all or certain portions of the device software may be inoperable if you do not have and maintain a service account with a wireless telecommunication carrier ("Mobile Operator"), or if the Mobile Operator's network is not operating or configured to operate with the device.

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Company and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

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