



# MC3090Z RFID

## Regulatory Information

### Microsoft® Mobile® 6.1



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Motorola reserves the right to make changes to any product to improve reliability, function, or design.

Motorola does not assume any product liability arising out of, or in connection with, the application or use of any product, circuit, or application described herein.

No license is granted, either expressly or by implication, estoppel, or otherwise under any patent right or patent, covering or relating to any combination, system, apparatus, machine, material, method, or process in which Motorola products might be used. An implied license exists only for equipment, circuits, and subsystems contained in Motorola products.

## Warranty

For the complete Motorola hardware product warranty statement, go to: <http://www.motorola.com/enterprisemobility/warranty>.

## Patents

This product is covered by one or more patents. For patent information go to: <http://www.motorola.com/enterprisemobility/patents>.



**MOTOROLA**

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## Health and Safety Recommendations

### Ergonomic Recommendations

**Caution:** In order to avoid or minimize the potential risk of ergonomic injury follow the recommendations below. To prevent employee injury, consult with the local Health & Safety Manager to ensure compliance with the required safety programs.

- Reduce or eliminate repetitive motion
- Maintain a natural position
- 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

### Regulatory Information

This device is approved under the Symbol Technologies brand: Symbol Technologies, Inc., is the Enterprise Mobility Solutions of Motorola, Inc. ("Motorola").

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

Local language translations are available at the following website:  
<http://www.motorola.com/enterprisemobility/support>

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

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: 50 Degrees Centigrade

### Radio Devices

This device is approved under the Motorola brand.

Model Numbers for Regulatory Certification: MC3090Z - Frequency 902 - 928 MHz  
MC3090ZE - Frequency 865 - 868 MHz

### Bluetooth® Wireless Technology


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

### Wireless Device Country Approvals

Regulatory markings, subject to certification, are applied to the device signifying the radio is approved for use in the following countries: United States, Canada, China, S. Korea, Australia, and Europe<sup>1</sup>.

Please refer to the Motorola/Symbol Declaration of Conformity (DoC) for details of other country markings. This is available at <http://www2.symbol.com/doc/>.

Note<sup>1</sup>: For 2.4GHz or 5GHz Products: 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.

 Operation of the device without regulatory approval is illegal.

### Country Selection - Worldwide Version Only

Select only the country in which you are using the device. Any other selection will make the operation of this device illegal.

### Frequency of Operation - FCC

The range of channels is limited by firmware.

### Country Roaming - Worldwide Version only

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 band is restricted to Indoor Use Only; any other use will make the operation of this device illegal.

2.4 GHz Only

The available channels for 802.11 b/g operation in the US are Channels 1 to 11. The range of channels is limited by firmware.

### Warnings for Use of Wireless Devices

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

#### 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

This device is not part of a life-support system.

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/Symbol Declaration of Conformity (DoC) at <http://www2.symbol.com/doc/>.

#### Europe

For RFID operation, to comply with EU RF exposure requirements, this device must be operated in the hand with a minimum separation distance of 23cm or more from a person's body. Other operating configurations should be avoided.

#### US and Canada

For RFID operation, to satisfy FCC RF exposure requirements, a mobile transmitting device must operate with a minimum separation distance of 23cm or more from a person's body.

### 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.



### Laser Devices

Complies with 21CFR1040.10 and 1040.11 except for deviations pursuant to Laser Notice No. 50, dated June 24, 2007.

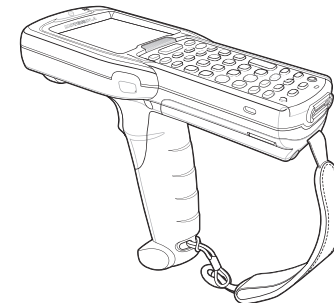
EN60825-1: 2007

IEC60825-1 (Ed. 2.0)

The laser classification is marked on one of the labels on the device.

Class 2 laser scanners use a low power, visible light diode. As with any very bright light source, such as the sun, the user should avoid staring directly into the light beam. Momentary exposure to a Class 2 laser is not known to be harmful.

### Scanner Labeling



COMPLIES WITH 21CFR1040.10 AND 1040.11 EXCEPT FOR DEVIATIONS PURSUANT TO LASER NOTICE NO. 50, DATED JUNE 24, 2007 AND IEC 60825-1 (Ed. 2.0) EN60825-1:2007

CAUTION- CLASS 2 LASER LIGHT WHEN OPEN. DO NOT STARE INTO THE BEAM. ATTENTION- LUMIERE LASER DE CLASSE 2 EN CAS D'OUVERTURE. NE PAS REGARDER DANS LE FAISCEAU.

VORSICHT- LASERLICHT KLASSE 2, WENN ABDECKUNG GEÖFFNET, NICHT IN DEN STRAHL BLICKEN.

注 意: 打开时及联锁失效时有激光辐射 勿直视光束

## Power Supply

Use only a Motorola approved power supply, output rated 5.4 Vdc and minimum 3 A. 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 30 days, regardless if the battery was purchased separately or included as part of the mobile computer or bar code scanner. For more information on Motorola batteries, please visit: <http://mysymbolcare.symbol.com/battery/batbasics1.html>

### 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 -4°F and +122 °F (- 20 °C and +50 °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.
- 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.



## 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

For RLAN Devices:

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

- Restricted Band 5.60 - 5.65 GHz

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.

## CE Marking and European Economic Area (EEA)

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.

RFID devices for use through the EEA have the following restrictions:

- Maximum radiated transmit power of 2W ERP in the frequency range 865.6-867.6MHz

The use of RFID Devices has varying restrictions for use within the EEA; please refer to the Motorola/ Symbol Declaration of Conformity (DoC) for details at http://www2.symbol.com/doc/.

## Statement of Compliance

Motorola / Symbol Technologies, 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://www2.symbol.com/doc/

## Other Countries

### Australia

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

#### Brazil

Declarações Regulamentares para MC3090Z
Nota: "A marca de certificação se aplica ao Transceptor, modelo MC3090Z. 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

### CHILE

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

### Mexico

Restrict Frequency Range to: 2.450 - 2.4835 GHz.

### Taiwan

### 臺灣

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 稀赫頻帶內操作之無線資訊傳輸設備，限於室內使用。

### Korea

For a radio equipment using 2400~2483.5MHz or 5725~5825MHz, the following two expression should be displayed:

당해 무선설비는 운용 중 전파혼신 가능성이 있음

당해 무선설비는 전파혼신 가능성이 있으므로 인명안전과 관련된 서비스는 할 수 없습니다.

당해 무선설비는 전파혼 신 가능성이 있으므로 인명안전과 관련된 서비스는 할 수 없습니다.

### 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/recycling/weee.

**Bulgarian:** За клиенти от ЕС: След края на ползения им живот всички продукти трябва да се връщат на Motorola за рециклиране. За информация относно връщането на продукти, моля отидете на адрес: http://www.motorola.com/recycling/weee.

**Čeština:** Pro zákaznky z EU: Všechny produkty je nutné po skončení jejich životnosti vrátit společnosti Symbol k recyklaci. Informace o způsobu vrácení produktu najdete na webové stránce: http://www.motorola.com/recycling/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/recycling/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/recycling/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/recycling/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/recycling/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/recycling/weee στο Διαίκτιο.

**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/recycling/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/recycling/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/recycling/weee.

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

**Magyar:** Az EU-ban vásárlóknak: Minden tönkrement termékét a Motorola vállalathoz kell eljuttatni újrahazsnítás céljából. A termék visszajuttatásának módjával kapcsolatos tudnivalókrét látogasson el a http://www.motorola.com/recycling/weee weboldalra.

**Malti:** Għal klijenti fl-UE: il-prodotti kollha li jkunu waslu fl-ahħar tal-hajja ta' l-użu tagħhom, iridu jiġu ritornati għand Motorola għar-riċiklaġġ. Għal aktar taġġirif dwar kif għandek tirritorna l-prodott, jekk jogħġbok żur: http://www.motorola.com/recycling/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/recycling/weee voor meer informatie over het terugzenden van producten.

**Polski:** Klienci z obszaru Unii Europejskiej: Produkty wycofane z eksploatacji naleŹy zwrócić do firmy Motorola w celu ich utylizacji. Informacje na temat zwrotu produktów znajdujĄ się na stronie internetowej http://www.motorola.com/recycling/weee.

**Portugués:** 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/recycling/weee.

**Românesc:** Pentru clienții din UE: Toate produsele, la sfârșitul duratei lor de funcționare, trebuie returnate la Motorola pentru reciclare. Pentru informații despre returnarea produsului, accesați: http://www.motorola.com/recycling/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/recycling/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/recycling/weee.

**Suomi:** Asiakkaat Euroopan unionin alueella: Kaikki tuotteet on palautettava kierrättäväksi Motorola-yhtiöön, kun tuotetta ei enää käytetä. Lisätietoja tuotteen palauttamisesta on osoitteessa htp://www.motorola.com/recycling/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/recycling/weee.

**Türkçe:** AB Müşterileri için: Kullanım süresi dolan tüm ürünler geri dönüştürme için Motorola'ya iade edilmelidir. Ürünlerin nasıl iade edilceği hakkında bilgi için lütfen şu adresi ziyaret edin: http://www.motorola.com/recycle/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.**

- 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;

#### 4.

**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.

You may use remote access technologies in the software such as Remote Desktop Mobile to access the software remotely from a computer or server. You are responsible for obtaining any licenses required for use of the protocols to access other software.

**4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off some of these features or not use them. For more information about these features, visit http://go.microsoft.com/fwlink/?LinkId=81931.

**By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

**Device Information.** The following features use Internet protocols, which send to the appropriate systems device information, such as your Internet protocol address, the type of operating system, browser and 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.

- Windows Mobile Update Feature.** The Windows Mobile Update feature provides you the ability to obtain and install software updates on your device if updates are available. You may choose not to use this feature. Company and/or your Mobile Operator may not support this feature or an update for your device.
- 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.

- b. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

**5. NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

**6. DIGITAL CERTIFICATES.** The software uses digital certificates in X.509 format. These digital certificates are used for authentication.

**7. CONNECTIVITY SOFTWARE.** Your device package may include Windows Mobile Device Center or Microsoft ActiveSync software. If it is included, then you may install and use it in accordance with the license terms that are provided with it. If no license terms are provided, then you may install and use only one (1) copy of the software on a single computer.

**8. NETWORK ACCESS.** If you are using a network, such as an employer network, the network administrator may limit features or functionality on your device.

**9. PRODUCT SUPPORT.** Contact Company for support options. Refer to the support number provided with the device.

**10. LINKS TO THIRD PARTY WEBSITES.** If the software provides links to third party websites, those links are provided to you only as a convenience, and the inclusion of any link does not imply an endorsement of the third party website by Microsoft.

**11. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

**12. PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Company's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see http://www.howtotell.com.

**13. TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

#### 14.

**NOT FAULT TOLERANT.** The software is not fault tolerant. Company installed the software on the device and is responsible for how it operates on the device.

**15. RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

**16. NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Company and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**17. LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to fifty U.S. Dollars (U.S. \$50.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**18. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

## Service Information

If you have a problem using the equipment, contact your facility's Technical or Systems Support. If there is a problem with the equipment, they will contact Motorola Enterprise Mobility Support at:

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

For the latest version of this guide go to: <http://www.motorola.com/enterprismobility/manuals>.