

Windows Logo Program Testing Agreement

Amendment for UEFI Code

This Amendment (the “*Amendment*”) to the Windows Logo Program Testing Agreement (“*Agreement*”) is provided to update certain portions of the Agreement in connection with UEFI code signing.

SECTION 1 Definitions

Capitalized terms used herein and not otherwise defined have the meaning given in the Agreement.

SECTION 2 Amendments

- (a) **Section 1 (a) (Definition of “BIOS”)** of the Agreement is hereby amended to include (in addition to the Company products currently described therein) UEFI Drivers, UEFI firmware and UEFI applications (collectively and interchangeably, “**UEFI Code**”).
- (b) **Section 1 (Definitions)** is also amended to include the following new definitions:
 - (l) “**Malware**” means malicious software or potentially unwanted software installed without adequate user consent.
 - (m) “**Virus**” means Malware that replicates, commonly by infecting other files in the computer, allowing the execution of the Malware and its propagation when affected files are activated. Viruses include but are not limited to boot sector viruses and replicating worms.
- (c) **Section 2 (g) (“Removal or Revocation”)** of the Agreement is hereby amended and restated in its entirety to read as follows:

“(g) **Removal or Revocation.** If, during or after the term, (i) Company breaches this Agreement, including without limitation any representation or warranty made by Company in Section 7; (ii) Company fails to comply with Microsoft guidelines on the WLP Website; or (iii) a Company Product that is UEFI Code includes Malware or a Virus, Microsoft may immediately remove some or all of the Compatible Products from the Microsoft Compatibility Lists and/or revoke some or all of the digital signatures provided by Microsoft, and Microsoft will notify Company of such removal and/or revocation. In addition, in the case of Microsoft’s digital signatures of UEFI Code, Microsoft may remove a Compatible Product from the Microsoft Compatibility Lists and/or revoke the digital signature upon 30 days’ notice to Company in the event Microsoft determines in its sole judgment that the security of the UEFI Code is compromised. If, at any time, Microsoft removes a Compatible Product from the Microsoft Compatibility Lists or revokes its digital signature, Company will (x) immediately cease distribution of that Company Product; (y) not refer to that Company Product (including without limitation through republication of Reports, notwithstanding anything to the contrary in Section 2(d) (“Testing Reports”) as having passed compatibility testing; and (z) no longer have the right to use any compatibility logos provided by Microsoft with respect to that Company Product.”
- (d) **Section 7(g) (part of the “Representations and Warranties”)** of the Agreement is hereby amended and restated in its entirety to read as follows:

(g) Company Products that are BIOSes or Drivers are not, and when delivered to Microsoft will not be, in whole or in part, governed by an Excluded License. An “**Excluded License**” is any license that requires, as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software and/or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the

purpose of making derivative works; or (iii) redistributable at no charge. This Section 7(g) does not apply, however, to a Company Product that is subject to the terms set forth in Section 7(h).

(e) Section 7 (“Representations and Warranties”) of the Agreement is hereby amended to include the following as Section 7(h):

(h) Solely with respect to any Company Product that is a UEFI operating system bootloader (but not any other type of Company Product), Company represents and warrants that such UEFI operating system bootloader is not, and when delivered to Microsoft will not be, in whole or in part, governed by any Excluded License that requires, as a condition of the exercise of any rights granted in software subject to the Excluded License, that authorization keys or other methods, procedures or information required to install or execute modified versions of such software be disclosed or otherwise made available.

SECTION 3 Effect of Amendment

The Agreement is amended only to the extent set forth in Section 2 of this Amendment, and the terms of Section 2 supersede anything to the contrary in the Agreement. All other terms and conditions of the Agreement remain unchanged and are hereby confirmed.

SECTION 4 Miscellaneous

The Agreement, as amended by this Amendment, is the entire agreement between the parties with respect to its subject matter. It merges all prior and contemporaneous communications. This Amendment may be executed by facsimile and in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

I have read, understood, and accept the terms and conditions above.