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- SOFTWARE includes software already installed on the DEVICE (“DEVICE Software”) and MS software contained on the CD-ROM disk

(“Companion CD”).

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**DEVICE Software.** You may use the DEVICE Software as installed on the DEVICE.

**Companion CD.** A Companion CD is included with your DEVICE, and you may install and use the Microsoft® ActiveSync® component on one (1) or more personal computers to exchange information with one (1) or more computing devices that contain a compatible version of the Microsoft® Windows Mobile® Version 5.0 operating system. For other software component(s) contained on the Companion CD, you may install and use such components only in accordance with the terms of the printed or online end user license agreement(s) provided with such component(s). In the absence of an end user license agreement for particular component(s) of the Companion CD, you may install and use only one (1) copy of such component(s) on the DEVICE or a single personal computer with which you use the DEVICE.

**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 an appropriate wireless telecommunication carrier to whom OPTICON may distribute its DEVICES (“Mobile Operator”), or if the Mobile Operator’s network facilities are not operating or configured to operate with the DEVICE.

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- **COMPANION CD.** If any software component(s) is provided by OPTICON separate from the DEVICE on CD ROM disk(s) or via web download or other means, and labeled “For Upgrade Purposes Only”, you may (i) install and use one (1) copy of such component(s) on the computer(s) you

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