AMENDMENT NUMBER 4
Amendment Date: November 21, 1994
to MICROSOFT OEM LICENSE AGREEMENT
between MICROSOFT CORPORATION, a Washington, U.S.A. Corporation
and VOBIS MICROCOMPUTER AG, a Corporation of Germany
Agreement Effective Date: January 1, 1994
MICROSOFT LICENSE # G150-3364

In consideration for the mutual promises described herein, effective as of the Amendment Date, the below signed parties agree that the above referenced license agreement (the "Agreement") is hereby amended by this instrument (the "Amendment"), as follows:

1.   **Minimum Commitments.**

(a)   COMPANY shall be relieved of its obligation to pay all minimum commitments for MS-DOS, Windows, and Windows for Workgroups ("Covered Products"), as applicable, commencing with the minimum commitment payment for the quarter ending September 30, 1994. Any minimum commitment payments listed in Exhibit B for periods subsequent to the quarter ending September 30, 1994 shall be used for the sole purpose of determining COMPANY's ability to recoup prepaid royalties as provided in Section 1(c) below.

(b)   COMPANY's obligation to pay minimum commitments for all other Products ("Non-Covered Products") shall remain in effect and are reflected on Exhibit B2 attached to this Amendment. COMPANY agrees to pay MS the minimum commitments for Non-Covered Products set forth in Exhibit B2. Minimum commitment payments paid in accordance with Exhibit B2 shall be recoupable only by royalties for Non-Covered Products.

(c)   Prepaid royalties existing under the Agreement prior to the date of this Amendment, if any, shall be recoupable against earned royalties for Covered Products during the Initial Term, but only to the extent such prepaid royalties could have been recouped had the minimum commitment payments existing prior to this Amendment remained in effect.

2   Exhibit C1 of the Agreement is hereby amended and replaced with the attached Exhibit C1.

3.   · Effective January 1, 1995, per COMPANY's request, Section 3(d) of the Agreement shall be amended and replaced with the following:

"(d)   COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) monthly royalty reports to MS as specified in Exhibit N within fifteen (15) days after the end of each calendar month, and fifteen (15) days after termination or expiration for the final full or partial month. COMPANY's report shall be signed by a duly authorized representative of COMPANY. COMPANY shall make such reports even if no royalties are due for such month. COMPANY shall use the royalty report form attached as Exhibit R or other form as MS may provide from time to time and shall specify royalties for each Product and language version described in Exhibit(s) C. Based on COMPANY's reports, COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) quarterly royalty payments to MS as specified in Exhibit N within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

4.   Section 9 of the Agreement, "TERM OF AGREEMENT", is hereby amended and restated in its entirety as follows:

"9.   TERM OF AGREEMENT

Provided this Agreement has been properly executed by COMPANY and by MS, the initial term of this Agreement ("Initial Term") shall run from the Effective Date until March 15, 1995."

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

NOTICE:

For MS-DOS, Windows, Windows for Workgroups Product(s) specified in Exhibit C as licensed under the "per system" royalty calculation provisions, please note the following:

This is a Microsoft Per System License. As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.
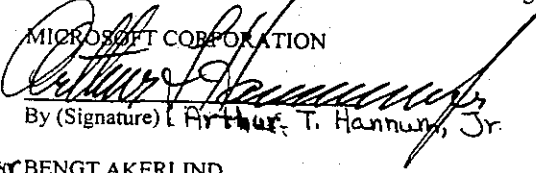
Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer sells that is included in a Per System License. The requirement of external identification may be satisfied by placement of the unique model name or model number on the machine and its container (if any), without more.

If the Customer does not intend to include a Microsoft operating system product with a New System, the Customer does not need to notify Microsoft at any time of the creation, use or sale of any such New System, nor does it need to take any particular steps to market or advertise the New System.

Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, after which the parties may enter into arm's length negotiation with respect to a license to apply to the New System.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the date first written above. All signed copies of this Amendment shall be deemed originals. This Amendment is executed only in the English language.
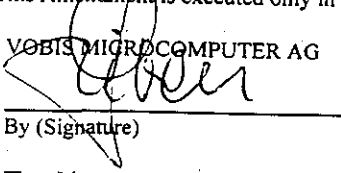
MICROSOFT CORPORATION

By (Signature) [Arthur. T. Hannury, Jr.

for BENGT AKERLIND
Name (Printed)

DIRECTOR OEM SALES EUROPE
Title

June 16, 1995
Date

VOBIS MICROCOMPUTER AG

By (Signature)

Theo Lieven
Name (Printed)

C.E.O.
Title

5/16/95
Date

Amendment Number 4 to the Microsoft OEM License Agreement dated January 1, 1994 between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.

EXHIBIT B2

MINIMUM COMMITMENT PAYMENTS
FOR NON-COVERED PRODUCTS

First B2 Period

Date	B2 Payment Amount (US$)	Cumulative Amount of B2 Payments for this Period (US$)
September 30, 1994 ("First B2 Payment Date")	$0.00	$0.00
Total B2 Minimum Commitment for First B2 Period	$0.00	$0.00

Second B2 Period

Date	B2 Payment Amount (US$)	Cumulative Amount of B2 Payments for this Period (US$)
3 months after the First B2 Payment Date	$0.00	$0.00
6 months after the First B2 Payment Date	$0.00	$0.00
Total B2 Minimum Commitment for Second B2 Period	$0.00	$0.00

Except the payment due on signing, if any, payments shall be due as specified in Section 3 of the Agreement.

Exhibit to the License Agreement dated January 1, 1994 between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.

* If royalty rate and Customer System are not specified for a particular Product, then such Product is not licensed under this Agreement.

** Language Key: A = Arabic, CH = Chinese, CE = Cyrillic Enabled, CZ = Czech, D = German, DA = Danish, DL = Dutch, E = Spanish, EE = Eastern and Central European, EN = English, FF = France's French, FI = Finnish, FR = non-France's French, HAN = Hangeul, HUN = Hungarian, I = Italian, K = Kanji, KB = Kanji /English Bilingual, N = Norwegian, POL= Polish, POR = Portuguese, PRC = PRC Simplified Chinese, RU = Russian, SW = Swedish; TH = Thai

Product Name and Version	Product Type	Language Version(s) **	APM Required	Applicable Additional Provisions	Customer System Number *	Royalty/Basis (per system or per copy) *	Non-English Additional Royalty	Added by Amendment Number
MS-DOS® operating system Version 6.2	Authorized Replication	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	Yes	(o), (p)	1, 4, 5, 7, 8, 9, 12, 13, 15, 16, 17, 20, 21, 23, 24	US$11.00 per system	US$0.00	
Enhanced Tools for MS-DOS® 6 Version 1.0	Authorized Replication or MED		Yes	(b) , (o)				
Windows for Workgroups operating system Version 3.11	Authorized Replication	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	Yes	(n) , (o), (p)	3, 4, 6, 7, 11, 12, 14, 15, 19, 20, 22, 23	US$17.00 per system	US$0.00	
Windows™ operating system Version 3.11	Authorized Replication	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW	Yes	(m) , (o), (p)	2, 5, 8, 10, 13, 16, 18, 21, 24	US$17.00 per system	US$0.00	
Windows NT™ operating system Version 3.1	Authorized Replication	CE, CZ, D, DA, DU, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW	Yes	(c), (d), (e), (f) , (o), (p), (q)	5, 13, 21	US$58.00 per system	US$12.00	
Windows NT™ Advanced Server Version 3.1	Authorized Replication		Yes	(c), (d), (e), (f) , (o)				
Multimedia Pack for Windows™ Version 3.1	Authorized Replication		Yes	(g), (h), (i) , (o)				

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TCP/IP for Windows™ for Workgroups Version 3.1	OEM Replication		No	(j) , (o)				

Product Name and Version	Product Type	Language Version(s) **	APM Required	Applicable Additional Provisions	Customer System Number *	Royalty/Basis (per system or per copy) *	Non-English Additional Royalty	Added by Amendment Number
Data Link Control for Windows™ for Workgroups Version 1.0	Authorized Replication		No	(j) , (o)				
Video for Windows™ Version 1.0	OEM Replication		Yes	(k) , (o)				
CD-ROM Extensions Version 2.2	OEM Replication		No	(l) , (o)				
Pen Extensions for Windows™ Version 1.0 with Handwriting Extensions	Authorized Replication		Yes					
Pen Extensions for Windows™ Version 1.0 without Handwriting Extensions	Authorized Replication		Yes					
TrueType Font Pack Version 1.0	OEM Replication		No	(l) , (o)				
TrueType Font Pack 2 Version 1.0	OEM Replication		No	(l) , (o)				
MS-DOS® operating system Version 5.0 ROM Version	Authorized Replication		Yes	(a)				
Flash File System Version 2.0	OEM Replication		No	(a) , (o)				

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"PER SYSTEM" ROYALTY CALCULATION

For Product(s) which specify "per system" in the Royalty/Basis column in the above table:

1. COMPANY agrees to pay MS a royalty, at the applicable rate set forth above, for each full or partial Customer System distributed or placed in use by or for COMPANY.

2. In addition, COMPANY agrees to pay MS the Non-English Additional Royalty specified above for each full or partial unit of non-English versions of Product distributed or placed in use by COMPANY. However, for multiple-byte languages (e.g. A, CH, HAN, HB, K, PRC, TH), COMPANY agrees to pay two hundred percent (200%) of the Non-English Additional Royalty. Non-English versions are provided if and when available.

3. Where multiple "Releases" (i.e., Update Releases, Version Releases or Product Releases), language versions, or media versions (e.g., MS-DOS and MS-DOS ROM) of a Product are licensed for the same Customer Systems, COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software in one language and Release for use on each such Customer System. COMPANY shall pay MS the royalty applicable to the Release and language version shipped.

4. Any Customer System distributed without Product shall bear the base royalty for the most recent Release of Product licensed on a per system basis for distribution with such Customer System.

"PER COPY" ROYALTY CALCULATION

For Product(s) which specify "per copy" in the Royalty/Basis column in the above table:

1. COMPANY agrees to pay MS a royalty, at the applicable rate set forth above, for each full or partial unit of Product licensed or distributed by COMPANY.

2. In addition, COMPANY agrees to pay MS the Non-English Additional Royalty specified above for each full or partial unit of non-English versions of Product distributed or placed in use by COMPANY. However, for multiple-byte languages (e.g. A, CH, HAN, HB, K, PRC, TH), COMPANY agrees to pay two hundred percent (200%) of the Non-English Additional Royalty. Non-English versions are provided if and when available.

3. Where multiple "Releases" (i.e., Update Releases, Version Releases or Product Releases), language versions, or media versions (e.g., MS-DOS and MS-DOS ROM) of a Product are licensed for the same Customer Systems, COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software in one language and Release for use on each such Customer System.

CUSTOMER SYSTEMS

COMPANY's Customer Systems shall be the assembled computer systems described in the table below which (i) are configured for use only by a single user: (ii) are designed to use a video display and keyboard: and (iii) include at least a CPU, a motherboard, a power supply, and a case. Each listed Customer System must have a unique model line name, model name, or model number which COMPANY uses both internally (in COMPANY's books and records) and externally (on the Customer System case and packaging). New models may be added by agreement of the parties.

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series, e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 series", etc.)." Customer Systems defined by model line or series shall include all present models· which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

In the event that COMPANY designates models by model line or series in this Exhibit C, then COMPANY may elect to include as Customer System(s) new models in the model line or series by including any such new model(s) on its royalty report for the reporting period in which each such new model is first distributed with the Product. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model designated on a royalty report shall be licensed for the remainder of the term of the Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series and shall bear the applicable royalty set forth in this Exhibit C. Any new model in the model line or series which is not included in a royalty report as a licensed Customer System (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

In the event that COMPANY wishes to add an entirely new model line or series for licensed Products (e.g. "Lowscreen (Model Name) D series") (not new models *within* a model line or series as described above), COMPANY shall give MS a written notice of such new model line or series at least five (5) days before the beginning of the month during which such new model line or series will be distributed with Product. COMPANY's notice shall be in the form provided by MS. Such new model line or series shall be licensed for the month following notice and through the remainder of the term of the Agreement and shall bear the applicable royalty set forth in this Exhibit C.

COMPANY's Customer Systems shall be identified by COMPANY at the point of sale via a non-removable sticker which shall be placed on licensed Customer Systems and such Customer Systems packaging. The sticker shall include the complete model series and model name as described below (e.g., "Highscreen Jaguar D"). Additionally, for each licensed Customer System, the complete model series and model name, together with the internal part number, shall be listed on the Customer System shipping documents as well as on the related invoice. The complete model series and model name together with the internal part number shall also be recorded in COMPANY's stock control system ("SCS") for each Customer System.

Customer System Number	Microprocessor Type†	Maximum Number of Microprocessors††	Model(s)†††
1	80386 /80486 / Pentium	1	Highscreen (Model Name) D series
2	80386 /80486 / Pentium	1	Highscreen (Model Name) WS series
3	80386 /80486 / Pentium	1	Highscreen (Model Name) W series
4	80386 /80486 / Pentium	1	Highscreen (Model Name) D/W series
5	80386 /80486 / Pentium	1	Highscreen (Model Name) D/WS series
6	80386 /80486 / Pentium	1	Highscreen (Model Name) I/W series
7	80386 /80486 / Pentium	1	Highscreen (Model Name) I/D/W series
8	80386 /80486 / Pentium	1	Highscreen (Model Name) I/D/WS series
9	80386 /80486 / Pentium	1	Acrobat (Model Name) D series
10	80386 /80486 / Pentium	1	Acrobat (Model Name) WS series
11	80386 /80486 / Pentium	1	Acrobat (Model Name) W series
12	80386 /80486 / Pentium	1	Acrobat (Model Name) D/W series
13	80386 /80486 / Pentium	1	Acrobat (Model Name) D/WS series
14	80386 /80486 / Pentium	1	Acrobat (Model Name) I/W series
15	80386 /80486 / Pentium	1	Acrobat (Model Name) I/D/W series
16	80386 /80486 / Pentium	1	Acrobat (Model Name) I/D/WS series
17	80386 /80486 / Pentium	1	Goodname (Model Name) D series
18	80386 /80486 / Pentium	1	Goodname (Model Name) WS series
19	80386 /80486 / Pentium	1	Goodname (Model Name) W series
20	80386 /80486 / Pentium	1	Goodname (Model Name) D/W series
21	80386 /80486 / Pentium	1	Goodname (Model Name) D/WS series
22	80386 /80486 / Pentium	1	Goodname (Model Name) I/W series
23	80386 /80486 / Pentium	1	Goodname (Model Name) I/D/W series
24	80386 /80486 / Pentium	1	Goodname (Model Name) I/D/WS series

† Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets.

†† If no maximum number of processors is specified, the maximum number of microprocessors shall be one (1).

††† If no models are specified, Customer Systems shall include all models that utilize the specified microprocessor.

COMPANY BRAND NAMES AND TRADEMARKS:

If COMPANY Customer Systems are marketed, licensed, or distributed (by COMPANY or a third party) under brand names and trademarks which do not include COMPANY's name, those brand names and trademarks are listed below:

1. Highscreen
2. Acrobat
3. Goodname

If any of the information requested above is not available with respect to any Customer System at the time of execution of the Agreement or a subsequent Amendment, COMPANY shall provide such information to MS with a written notice at least 30 days prior to shipment of that Customer System.

ADDITIONAL PROVISIONS KEY

(a) The royalty stated for the Product enables COMPANY to distribute the Product software only in the form of Preinstalled Product Software.

(b) MED Product is offered only in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS 6 in order to purchase MED Product.

(c) For Windows NT operating system and Windows NT Advanced Server, Company may subtract from the royalty stated above any royalties paid for MS-DOS, Windows, and/or Windows for Workgroups, as applicable for the same Customer Systems.

(d) If COMPANY is a U.S.A.-based company, then, for Windows NT operating system and Windows NT Advanced Server, COMPANY agrees to provide monthly sales out, sell through, inventory and business and government institution sales reporting in compliance with the then-current MS Large Volume Account Electronic Reporting Format ("LVAER Format"). Reporting shall include the customer name, bill to, ship to, state and zip codes, quantity of units, and part description. The current LVAER Format shall be provided by MS to COMPANY. MS may revise the LVAER Format from time-to-time during the term of the Agreement.

(e) In order to support end-users of Windows NT operating system and Windows NT Advanced Server, COMPANY agrees to employ at all times at least one support technician who has successfully completed, at COMPANY's expense, the Microsoft Certified Professional program for Windows NT and/or Windows NT Advanced Server, as applicable.

(f) COMPANY may not ship the Windows NT operating system or Windows NT Advanced Server with other MS operating systems (e.g. MS-DOS and/or Windows or Windows for Workgroups) on the same Customer Systems.

(g) For convenience purposes, Product deliverables may include Microsoft Windows in addition to the Multimedia Pack for Windows. In order for COMPANY to distribute Windows, it must be licensed separately above.

(h) COMPANY shall distribute the Product only in CD-ROM format and only with Customer Systems that include Windows 3.1 or other operating system software confirmed in writing by MS to properly execute the Product.

(i) When the Product is distributed in conjunction with Windows, COMPANY shall market it under the name "Microsoft Windows plus Multimedia Pack".

(j) COMPANY may distribute this Product only as part of, or for use with, Microsoft Windows for Workgroups.

(k) COMPANY shall prominently place COMPANY's name and/or logo and a serial number, (to be supplied by MS) on each disk of Video for Windows.

(l) For each copy of the Product licensed by COMPANY on a multiple user basis, COMPANY shall pay the royalty rate described above for each user up to a maximum of five (5) users, plus one half of the royalty rate for each additional user in excess of five (5) users.

(m) COMPANY may not ship Windows and Windows for Workgroups on the same Customer System(s). If COMPANY distributes Windows for Workgroups with Customer System(s) licensed for both Windows and Windows for Workgroups, then COMPANY agrees to pay MS the royalty listed above for Windows for Workgroups, but not the royalty listed for Windows.

(n) Windows for Workgroups version 3.11 includes Microsoft At Work fax transmission software, which provides methods for stand-alone and networked computers to send and receive fax messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Accordingly, OEMs should provide only the version of Windows for Workgroups version 3.11 designed for France to avoid violating the Decree.

(o) If COMPANY distributes Product software, COMPANY agrees to pre-install Product on COMPANY's Customer System hard disk or in ROM.

(p) Notwithstanding anything in Sections 2 and 6 of the Agreement, COMPANY may distribute multiple language versions of Product software (in compact disk form) with each applicable Customer System. COMPANY shall implement a procedure by which Customer System's end-user will select one, and only one, language version of Product software from compact disk for use on Customer System, and all remaining language versions remain encrypted. COMPANY will provide Customer System's end-user with a unique code which will allow access to the selected language version.