



INTERNATIONAL AGREEMENT INFORMATION/TRANSMITTAL FORM

STANDARD LICENSE X YES NO		AGREEMENT TYPE MCROY		OTHER		NEW LICENSE FOR CORPORATE USE ONLY	
NON-STANDARD FINANCIAL TERMS (* Requires Finance Approval) Identify all such terms in COMMENTS Section.		YES		RESPONSIBLE SUBSIDIARY GmbH Munich			
COMPLETE COMPANY NAME VOBIS Microcomputer AG				SHORT COMPANY NAME VOBIS			
ADDRESS Carlo-Schmidt-Str. 12 52416 Wuersele bei Aachen				PHONE # (INCLUDE CITY & COUNTRY CODES) 011-49-2405-444-127			
				FAX # 011-49-2405-444-455			
				PERSON TO SEND NOTICES/REQUESTS Mr. H.-W. Dahmen			
				TITLE MIS Manager			
ACCT MGR'S EMAIL NAME HeimoA		ACCT MGR'S SIGNATURE <i>Heimo A. Dahmen</i>		GM'S EMAIL NAME JochenH		GM'S SIGNATURE <i>Jochen H.</i>	
LICENSE DATE January 1, 1994	LICENSE TERM 2 Years	DUE ON SIGNING \$1,470,000.00	YR 1 COMMITMENT \$14,700,000.00	YR 2 COMMITMENT \$14,700,000.00	YR 3 COMMITMENT		

3150-3364

Plaintiffs' Exhibit

10,048

Comes v. Microsoft

PRODUCTS LICENSED

PRODUCT	VERSION	ANNUAL UNIT COMMITMENT	ROYALTY
MS-DOS	6.20	500.000	\$11
Windows for Workgroups	3.11	500.000	\$17
Windows NT	3.1	10.000	\$70

COMMENTS (If lengthy, please attach as a separate memo.)
 (PLEASE IDENTIFY ALL NON-STANDARD TERMS)

No more Enhanced Tools for MS-DOS 6.2

GROUP MANAGER <i>Jochen H.</i> 21.12.93	VICE PRESIDENT
OEM DIRECTOR <i>JH</i> 30 Dec 93	LEGAL DEPT.
*FINANCE (IF NON-STANDARD FINANCIAL TERMS) ✓	

INTTRAN1 XLS

MICROSOFT OEM LICENSE AGREEMENT
#G150-3364 dated January 1, 1994
with Vobis Microcomputer AG a corporation of Germany.

ORIGINAL
ORIGINAL

This License Agreement ("Agreement") is made and entered into as of the date first set forth above ("Effective Date"), by and between MICROSOFT CORPORATION, a Washington, U.S.A. corporation, ("MS"), and the company specified above ("COMPANY").

1. DEFINITIONS.

(a) "Associated Product Materials" or "APM" shall mean a certificate of authenticity, an end user license agreement, a MS product registration card, and/or other materials designated by MS from time to time which COMPANY may acquire from an Authorized Replicator.

(b) "Authorized Distributor" shall mean a third party approved by MS from which COMPANY may acquire Product in MS Easy Distribution package form ("MED Product"). MS shall provide COMPANY with a list of Authorized Distributors and shall notify COMPANY from time to time of changes to this list.

(c) "Authorized Replicator" shall mean a third party approved by MS from which COMPANY may acquire Product reproduced by the Authorized Replicator in accordance with MS specifications ("Authorized Replication Product"). MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY from time to time of changes to this list.

(d) "COMPANY Subsidiary" shall mean a company listed in Exhibit X, in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is directly owned by COMPANY, but only so long as such ownership exists.

(e) "Customer System" shall mean the single user computer system product(s) described in the Exhibit(s) C.

(f) "OEM Replication Product" shall mean Product which is identified as such in the applicable Exhibit C.

(g) "Product" shall mean the copyrighted and/or patented MS product(s) (including, where applicable, Product software in object code form, Product documentation, APM, and Product hardware) identified in the attached Exhibit(s) C as OEM Replication Product, MED Product, and/or Authorized Replication Product. Only those Product(s) for which royalty rate(s) and Customer System(s) are specified in the applicable Exhibit C are licensed under this Agreement.

(h) "Product Release" shall mean a release of Product which MS designates as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx].

(i) "Update Release" shall mean a release of Product which MS designates as a change in the digit(s) to the right of the tenths digit in the Product version number [x.x(x)].

(j) "Version Release" shall mean a release of Product which MS designates as a change in the tenths digit in the Product version number [x.(x)x].

2. LICENSE GRANT.

(a) MS grants to COMPANY the non-exclusive, worldwide license rights to: (i) install no more than one (1) copy of Product software on each Customer System hard disk or ROM ("Preinstalled Product Software"), and (ii) directly or indirectly distribute to end users (in addition to Preinstalled Product Software) no more than one (1) copy each of Product software and Product documentation with each Customer System. Except as necessary to install Product software, COMPANY may not reproduce MED Product or Authorized

Replication Product. COMPANY may supplement but shall not modify or translate Product documentation.

(b) With respect solely to OEM Replication Product, MS grants COMPANY the additional rights to: (i) reproduce Product software in object code form in accordance with MS specifications contained in the Product Deliverables (as defined below); (ii) adapt Product software as necessary to enable it to execute on COMPANY's Customer Systems; (iii) reproduce, and distribute the Product documentation as a component of Product; and (iv) use and reproduce Product names and Product trademarks on Product packaging, labels, and documentation in accordance with MS specifications. COMPANY shall deliver to MS, in source and object code form, any "adaptation code" it writes to enable the Product to execute on COMPANY's Customer Systems, and COMPANY hereby grants to MS a non-exclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting COMPANY.

(c) COMPANY may grant to COMPANY Subsidiaries the foregoing rights subject to the terms and conditions set forth in this Agreement. COMPANY hereby guarantees each of its COMPANY Subsidiaries' compliance with the terms and conditions of this Agreement. At least thirty (30) days prior to exercising any license rights under this Agreement, each COMPANY Subsidiary shall execute and deliver to MS the COMPANY Subsidiary Agreement in the form indicated in Exhibit X.

(d) COMPANY acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement or if Product licensed to COMPANY is available other than inside Customer System package.

(e) If COMPANY elects not to distribute Product documentation with any Customer Systems distributed with Product software, it shall (i) include with each such Customer System an APM packet and (ii) make Product documentation available to end users as a mail order fulfillment item directly from COMPANY. Product documentation shall not be available through any other COMPANY distribution channel.

(f) COMPANY's license shall extend to Update Releases and Version Releases. MS may increase royalties for new Version Releases subject to the following maximum amount: $\text{Maximum royalty} = R + (R \cdot N \cdot 1.5\%)$, where R is the initial royalty and N is the number of months that have elapsed from the Effective Date until MS delivers the new Version Release. COMPANY's license shall not extend to Product Releases.

(g) This Agreement does not include technical support. Technical support may be available from MS or an MS subsidiary pursuant to a separate agreement.

(h) MS may change type of Product (Authorized Replication, OEM Replication, or MED) licensed to COMPANY under this Agreement upon ninety (90) days written notice to COMPANY.

(i) MS reserves all rights not expressly granted including, without limitation, translation rights and rights to source code.

3. PAYMENT AND REPORTING.

(a) COMPANY agrees to pay MS the royalties in Exhibit(s) C. Royalties exclude any charges by the Authorized Distributor or Authorized Replicator, as applicable, for units of Product or APM ordered by COMPANY. Royalties also exclude any taxes, duties,

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fees, excises or tariffs imposed on any of COMPANY's or COMPANY's Subsidiaries' activities in connection with this Agreement. Such charges, if any, shall be paid by COMPANY.

(b) COMPANY further agrees to pay MS the minimum commitment payments in Exhibit B. To the extent that royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for royalties. To the extent that cumulative minimum commitment payments exceed royalties, such excess shall be known as prepaid royalties and shall be recoupable against future royalties only during the Initial Term (as defined in Section 9) of this Agreement and only for the Product(s) licensed herein. Minimum commitment and royalty payments made in one period may not be applied to minimum commitment payment obligations in another period. Prepaid royalties are not recoupable against payments made to Authorized Distributor and/or Authorized Replicator. Once COMPANY has accepted any release of Product pursuant to Section 4, minimum commitment payments are not refundable.

(c) In the event income taxes are required to be withheld by any non-U.S.A. government on payments required hereunder, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority. COMPANY shall promptly deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S.A. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent permitted by the applicable law.

(d) COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) quarterly royalty reports and 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. 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 quarter. 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. 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.

(e) No royalty shall accrue to MS for Product software (i) used by COMPANY solely for testing systems; (ii) shipped to replace defective copies; (iii) used for demonstrations to prospective customers if clearly marked "For Demonstration Purposes Only" and not to exceed one hundred (100) copies per Product.

(f) COMPANY shall provide MS with a copy of its U.S.A. state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

4. DELIVERY AND LIMITED WARRANTY

(a) For each Product licensed hereunder, MS shall deliver to COMPANY (i) an OEM Distribution Kit, consisting of Product software in object code form and installation utilities, if applicable, (ii) a single copy of Product documentation; and (iii) any other deliverables identified in Exhibit C for the Product (collectively "Product Deliverables").

(b) MS warrants that the Product software conforms to the specifications contained in the Product documentation.

(i) If the Product software fails to conform to such specifications, then within thirty (30) days after MS' delivery to COMPANY of Product Deliverables for each release of Product licensed hereunder, COMPANY may report such deviations to MS in writing. If COMPANY reports any deviations from Product specifications prior

to acceptance, MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to COMPANY, COMPANY shall have thirty (30) days in which to reject the Product software for failure to meet specifications.

(ii) If COMPANY does not report deviations from Product software specifications within the applicable thirty (30) day period described in Section 4(b)(i) above, or if COMPANY distributes the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product. If MS fails to correct deviations from specifications prior to acceptance, then as COMPANY's sole remedy, COMPANY may terminate this Agreement with respect to such release of Product.

(c) MS shall have no liability for failure to deliver Product by any particular date. COMPANY shall not distribute for revenue any release of a Product until MS delivers Product Deliverables to COMPANY.

5. INFRINGEMENT WARRANTY AND INDEMNIFICATION.

(a) MS warrants that: (i) the Products do not infringe any copyright enforceable in any Included Jurisdictions (defined below); and (ii) the Product name(s) or trademark(s) ("Mark(s)") do not infringe any trademark rights enforceable in the Included Jurisdictions.

(b) MS agrees to indemnify, hold harmless, and defend COMPANY from and against any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranties (hereinafter "Infringement Claims"), provided MS is notified promptly in writing of an Infringement Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.

(c) Following notice of an Infringement Claim, MS may at its expense, without obligation to do so, either procure for COMPANY the right to (i) continue to distribute the alleged infringing Product or Mark, or (ii) replace or modify the Product or Mark to make it non-infringing.

(d) MS shall have no liability for any Infringement Claim based on COMPANY's (i) distribution or use of any Product or Mark after MS' notice that COMPANY should cease distribution or use of such Product or Mark due to an Infringement Claim, or (ii) combination of a Product with a non-MS product, program or data, if such Infringement Claim would have been avoided by the exclusive use of the Product. For all Infringement Claims arising under this Section 5(d), COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

(e) MS shall have no obligation to COMPANY for any Infringement Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Community, Sweden, Norway, and Finland ("Included Jurisdictions").

6. LICENSE RESTRICTIONS.

(a) (i) COMPANY shall distribute Product(s) only with those Customer System(s) listed on Exhibit(s) C for the particular Product(s) and only inside the Customer System package. COMPANY shall not remove or modify the package contents of MED Product, Authorized Replication Product or APM.

(ii) COMPANY shall comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product.

(iii) COMPANY shall (A) contractually obligate (e.g., by contract, invoice or other written instrument) all distributors, dealers and others in its entire distribution channels to comply with the foregoing; (B)

deliver copies of such contracts (relevant portions thereof) to MS upon request, (C) promptly discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing; and (D) cooperate with MS in investigating instances of distribution of Product which does not comply with the foregoing.

(iv) If COMPANY distributes the Product(s) software on media other than installed on the Customer System hard disk or ROM, COMPANY shall distribute the Product(s) software on separate media (e.g., separate diskettes, CD-ROM disc, etc.) from other products.

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product.

(c) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA shall conform substantially to the EULA then currently available for the Product from the Authorized Replicator or Authorized Distributor, or provided in the OEM Distribution Kit for the Product, except that it shall be adapted as may be required by the laws of any non-U.S.A. jurisdiction in which COMPANY distributes the Product. MS' current standard EULA for most Products is attached hereto as Exhibit A. Where COMPANY distributes Preinstalled Product Software, COMPANY shall place a notice over either the Customer System power switch in the "off" position or the power inlet connector which informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA. COMPANY may use an alternative procedure, subject to MS review and approval, provided that (i) the end user is required to take some affirmative action to use or install the Product software, such as breaking a seal, (ii) the end user is advised that taking such action indicates acceptance of the terms and conditions of the EULA; and (iii) the end user has the opportunity to read the EULA before taking such action.

(d) COMPANY shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number for such assistance in Customer System documentation and on Product (except MED) documentation.

7. INTELLECTUAL PROPERTY NOTICES.

(a) COMPANY will not remove any copyright, trademark or patent notices that appear on the Product as delivered to COMPANY.

(b) COMPANY shall market the Product only under the Product name(s) and version number for such Product provided to COMPANY. COMPANY agrees to use the appropriate trademark, product descriptor and trademark symbol (either "TM" or "®"), and clearly indicate MS' or applicable third parties' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in any other manner in connection with the Product. COMPANY shall not, at any time, use any name or trademark confusingly similar to an MS or licensed third party trademark, trade name and/or product name. COMPANY shall undertake no action that will interfere with or diminish MS' right, title and/or interest in MS' or licensed third party's trademark(s), trade name(s) or Product name(s). COMPANY shall, upon request, provide MS samples of all COMPANY marketing literature which uses Product name(s).

(c) COMPANY shall not use or display any MS logo (i.e., including without limitation any stylized representation of the MS name used by MS) in its materials or packaging, except as provided by separate written agreement with MS.

(d) With respect to EM Replication Product only

(i) COMPANY will cause to appear on the container and labels of each copy of Product software and on the title page of each volume of Product documentation, the copyright, trademark and patent notices, if any, that appear on the applicable release of Product Deliverables.

(ii) COMPANY's name and/or trademarks shall not be displayed in relation to Product name in a manner which suggests that COMPANY's name and/or trademarks are part of the Product name. COMPANY's name and/or trademarks shall be displayed on the packaging and disk labels and title page of Product documentation more prominently than the name "Microsoft". COMPANY shall not use or imitate the trade dress of MS products.

(iii) COMPANY's Product packaging shall prominently indicate that the Product can only be distributed with a [name of COMPANY] computer system; and

(iv) Upon request, COMPANY shall submit Product packaging to MS for approval.

8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE.

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by COMPANY (by contract, merger, operation of law, or otherwise) except to COMPANY Subsidiaries as provided in Section 2(c).

9. TERM OF AGREEMENT.

The initial term of this Agreement ("Initial Term") shall run from the Effective Date until two (2) years from the end of the calendar quarter in which the Effective Date occurs. 3/21/96

10. DEFAULT AND TERMINATION.

(a) This Agreement may terminate if any of the following events of default occur: (i) if either party materially fails to perform or comply with any provision of this Agreement; (ii) COMPANY manufactures or distributes any MS product which is not properly licensed under this Agreement or another valid agreement with MS or an MS licensee; (iii) if Product is available other than inside the COMPANY's Customer System package; or (iv) upon termination of any other agreement between COMPANY and MS due to default by COMPANY.

(b) Termination due to breach of Sections 6(a)(i), 6(b), 8, 13, 14(c) or (if applicable) Exhibit S shall be effective upon notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

(c) In the event of COMPANY's default, MS may terminate this Agreement in its entirety or as to any individual Product(s). Termination of this Agreement as to any particular Product(s) will not affect the terms and conditions of this Agreement as they apply to the other Product(s) licensed under this Agreement.

11. OBLIGATIONS UPON TERMINATION.

(a) Within ten (10) days after termination or expiration of this Agreement, COMPANY shall return to MS all units of Product for which a royalty has not been paid and all Product Deliverables. COMPANY and each COMPANY Subsidiary may, however, retain one unit of each Product for support purposes only.

(b) Termination of this Agreement as a result of COMPANY's default shall result in acceleration of COMPANY's obligation to pay all sums COMPANY contracted to pay under this Agreement, including all minimum commitment payments as described in Exhibit B.

(c) Upon termination or expiration of this Agreement, COMPANY shall cease distribution of Product and all of COMPANY's license rights herein shall cease. Sections 5, 12, 13, 14, 15 and 16 of this Agreement and Section SI(d) of Exhibit(s) S, if applicable, shall survive termination or expiration of this Agreement.

12. LIMITATION OF LIABILITY AND REMEDY.

(a) MS' total liability to COMPANY under this Agreement, including Section 5, shall be limited to one hundred percent (100%) of the amount having actually been paid by COMPANY to MS under Section 3. COMPANY releases MS from all obligations, liability, claims or demands in excess of the limitation.

(b) The rights and remedies granted to COMPANY under Sections 4 and 5 constitute COMPANY's sole and exclusive remedy against MS, its officers, agents and employees for negligence, inexcusable delay, breach of warranty, express or implied, or for any default whatsoever relating to the condition of the Product or MS' duties to correct any deviations from specifications.

(c) **SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. MS MAKES NO WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON ANY CUSTOMER SYSTEM(S). COMPANY AGREES MS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(d) (i) As partial consideration for the rights granted to COMPANY hereunder, COMPANY agrees not to (A) sue or (B) bring, prosecute, assist or participate in any judicial, administrative or other proceedings of any kind against MS or its licensees (including without limitation OEM customers and end users) for infringement of COMPANY Patents (as defined below) on account of the manufacture, use, sale or distribution, during the Immunity Period (as defined below), of:

1) Any releases of the Product(s) licensed to COMPANY hereunder, except as otherwise provided in (iii), below; or

2) Future releases of the Product(s), or replacement or successor products to the Product, to the extent such future releases or replacement or successor product(s) use or embody inventions used or embodied in a version of such Product(s) licensed to COMPANY hereunder.

(ii) "COMPANY Patents" as used in this subsection 12(d) means all patents throughout the world, other than design patents or the equivalent, owned or acquired by COMPANY for inventions made prior to termination or expiration of this Agreement, or for which COMPANY has or acquires rights prior to the termination or expiration of this Agreement. The "Immunity Period" shall commence upon the first to issue and shall terminate upon the last to expire, of any of the COMPANY Patents (in any jurisdiction).

(iii) In the event that MS provides COMPANY a new release of a Product under this Agreement, and COMPANY determines that such new release uses or embodies inventions not used or embodied in a prior release of the Product licensed to COMPANY hereunder, COMPANY may elect to not license such new release by so notifying MS in writing within sixty (60) days after its receipt and prior to shipment of such new release. COMPANY's election under this paragraph shall not affect COMPANY's obligations above with respect to any prior release(s) of the Product licensed hereunder.

13. NONDISCLOSURE AGREEMENT.

COMPANY shall keep confidential the Product Deliverables, the terms and conditions of this Agreement, and other non-public information and know-how disclosed to COMPANY by MS. However, COMPANY may disclose the terms and conditions of this Agreement in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPANY's business.

14. AUDITS AND INSPECTIONS.

(a) During the term of this Agreement, COMPANY agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Product licensed.

(b) In order to verify statements issued by COMPANY and COMPANY's compliance with the terms of this Agreement, MS may cause (i) an audit to be made of COMPANY's books and records and/or (ii) an inspection to be made of COMPANY's facilities and procedures. Any audit and/or inspection shall be conducted during regular business hours at COMPANY's facilities, with or without notice. Any audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis).

(c) COMPANY agrees to provide MS' designated audit or inspection team access to the relevant COMPANY records and facilities.

(d) Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be paid for by MS unless material discrepancies are disclosed. "Material" shall mean the lesser of Ten Thousand Dollars (US\$10,000.00) or five percent (5%) of the amount that was reported. If material discrepancies are disclosed, COMPANY agrees to pay MS for the costs associated with the audit. Further, COMPANY shall pay MS an additional royalty of twenty-five percent (25%) of the applicable royalty on Exhibit(s) C for each unit COMPANY failed to report that is in excess of five percent (5%) of the number of units actually reported by COMPANY. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

15. CONTROLLING LAW; ATTORNEYS' FEES.

(a) This Agreement and all matters relating to this Agreement shall be construed and controlled by the laws of the State of Washington, and COMPANY consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party in the manner set forth in Section 16 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(b) If either MS or COMPANY employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

16. NOTICES.

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S.A. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid, and addressed as stated in Exhibit N (or to such other address as the party to receive the notice or request so designates by written notice to the other).

17. GENERAL.

(a) Any Product which COMPANY distributes or licenses to or on behalf of the United States of America, its agencies and/or

instrumentalities (the "Govern..."), shall be provided with RESTRICTED RIGHTS in accordance with DFAR 252.227-7013(c)(1)(ii), or as set forth in the particular department or agency regulations or rules, or particular contract which provide MS equivalent or greater protection.

(b) COMPANY agrees that it will not export or re-export Product to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, South Africa (military and police entities), Syria, and Vietnam. COMPANY warrants and represents that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied COMPANY's export privileges.

(c) This Agreement does not constitute an offer by MS and it shall not be effective until signed by both parties. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of COMPANY and MS by their respective duly authorized representatives. Any statement appearing as a restrictive endorsement on a check or other document which purports to modify a right, obligation or liability of either party shall be of no force and effect.

(d) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

By (Signature)

Bengt Akerlind

Name (Print)

Director, OEM Sales

Title

Dec 30, 93

Date

VOBIS MICROCOMPUTER AG

By (Signature)

Mr. Theo Lieven

Name (Print)

C.E.O.

Title

17. 12. 93

Date

(e) If any provision of this Agreement or license of any particular Product shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions and license for remaining Products, as applicable, shall remain in full force and effect.

(f) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) COMPANY shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, as may be necessary for COMPANY's performance under this Agreement.

18. EXHIBITS.

The following Exhibits are part of this Agreement:

Exhibit A	Sample End User License Agreement
Exhibit B	Minimum Commitments
Exhibit(s) C	Product and Customer Systems
Exhibit N	Addresses
Exhibit R	Royalty Report
Exhibit Z (if executed)	Additional Country/Region Provisions

IMPORTANT- READ CAREFULLY BEFORE OPENING SOFTWARE PACKET(S) AND/OR USING THE SOFTWARE. By opening the sealed packet(s) containing the software and/or using the software, you indicate your acceptance of the following Software License Agreement.

SOFTWARE LICENSE AGREEMENT

(Single User Products)

This software license agreement, including the Warranty and Special Provisions set forth in the appendix or separate booklet included in this package, is a legal agreement between you (either an individual or an entity) and the manufacturer ("PC Manufacturer") of the computer system purchased with this software product. By opening the sealed software packet(s) and/or using the software, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened software packet(s) and the accompanying items (including any Microsoft hardware, written materials, and binders or other containers) to the place from which you obtained them.

1 GRANT OF LICENSE This License Agreement permits you to use one copy of the Microsoft software program(s) included in this package (the "SOFTWARE") on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. However, installation on a network server for the sole purpose of internal distribution shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

2 ADDITIONAL GRANT OF LICENSE (LANGUAGE SOFTWARE) If the SOFTWARE includes a Microsoft language program, then you have a royalty-free right to reproduce and distribute executable files created using the SOFTWARE. If the language program is a BASIC or COBOL compiler product, then PC Manufacturer grants to you a royalty-free right to reproduce and distribute the runtime modules of the SOFTWARE provided that you: (a) distribute the runtime modules only in conjunction with and as a part of your software product, (b) do not use PC Manufacturer's or its suppliers' names, logos, or trademarks to market your software product, (c) include a valid copyright notice on your product label and as part of the sign-on message for your software product, and (d) agree to indemnify, hold harmless, and defend PC Manufacturer and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your software product. The "runtime modules" are those files in the SOFTWARE that are identified in the accompanying user documentation as required during execution of your software program. The runtime modules are limited to runtime files, install files, and ISAM and REBUILD files.

3 COPYRIGHT The SOFTWARE (including any images, "applets", photographs, animations, video, audio, music and text incorporated into the SOFTWARE) is owned by Microsoft Corporation or its suppliers and is protected by United States copyright laws and international treaty provisions and all other applicable national laws. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that if the SOFTWARE is not copy protected you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the user documentation accompanying the SOFTWARE.

4 SOFTWARE MEDIA You may receive the SOFTWARE in disk media or on a CD-ROM or installed on the hard disk drive or ROM of your computer, or in multiple forms of media. Regardless of the number or type(s) of media you receive, you may use only the media appropriate for your single computer. You may not use the other media on another computer or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided below) of all SOFTWARE and user documentation.

5 OTHER RESTRICTIONS You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and any accompanying Microsoft hardware, user documentation on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. If the SOFTWARE is an update or has been updated, any transfer must include the most recent update and all prior versions. You may not reverse engineer, decompile, or disassemble the SOFTWARE, unless otherwise provided in the Warranty and Special Provisions for your country.

6 U.S. GOVERNMENT RESTRICTED RIGHTS The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(A) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

Please see the Warranty and Special Provisions for information concerning governing law.

Product support for the SOFTWARE is not provided by Microsoft Corporation or its subsidiaries. For product support, please refer to PC Manufacturer's support number provided in the documentation for the SOFTWARE or for your computer. Should you have any questions concerning this Agreement, or if you desire to contact PC Manufacturer for any other reason, please refer to the address provided in the documentation for your computer.

FOR THE LIMITED WARRANTY AND SPECIAL PROVISIONS PERTAINING TO YOUR COUNTRY, PLEASE REFER TO APPENDIX ____ OF THE SOFTWARE DOCUMENTATION OR THE WARRANTY AND SPECIAL PROVISIONS BOOKLET INCLUDED IN THIS PACKAGE.

08/30/93 32220020.DOC

**APPENDIX
WARRANTY AND SPECIAL PROVISIONS FOR (INSERT NAMES OF COUNTRIES)**

LIMITED WARRANTY

LIMITED WARRANTY PC Manufacturer warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Microsoft hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and Microsoft hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES PC Manufacturer and its suppliers' entire liability and your exclusive remedy shall be, at PC Manufacturer's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet this Limited Warranty and which is returned to PC Manufacturer with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, PC Manufacturer and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall PC Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if PC Manufacturer has been advised of the possibility of such damages. In any case, PC Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

SPECIAL PROVISIONS

This Software License Agreement and Warranty are governed by the laws of the State of Washington, U.S.A.

08/30/93 32220020.DOC

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

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EXHIBIT C1
SYSTEMS PRODUCTS

* 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, DU = 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 or MED	CE, CZ, D, DA, DU, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW	Yes	(b), (o)	1,2,3,4,5,6	US\$11.00 per system	US\$0.00	
Enhanced Tools for MS-DOS® 6 Version 1.0	Authorized Replication or MED			(b), (o)				
Windows for Workgroups operating system Version 3.11	Authorized Replication or MED	CE, CZ, D, DA, DU, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW	Yes	(n), (o)	1,2,3,4,5,6	US\$17.00 per system	US\$0.00	
Windows NT™ operating system Version 3.1	Authorized Replication or MED	CE, CZ, D, DA, DU, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW	Yes	(c), (d), (e), (f), (o)	7	US\$58.00 per system US\$ _____ per _____ US\$ _____ per _____ US\$ _____ per _____	US\$12.00	
Windows NT™ Advanced Server Version 3.1	Authorized Replication			(c), (d), (e), (f), (o)				
Windows™ operating system Version 3.11	Authorized Replication or MED			(m), (o)				
Multimedia Pack for Windows™ Version 3.1	Authorized Replication			(g), (h), (i), (o)				
TCP/IP for Windows™ for Workgroups Version 3.1	OEM Replication			(j), (o)				

EXHIBIT B
MINIMUM COMMITMENT PAYMENTS

First Period of This Agreement

<u>Date</u>	<u>Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$1,470,000.00	\$1,470,000.00
At the end of the calendar quarter in which the Effective Date occurs ("FIRST PAYMENT DATE")	2/21/94 \$3,307,500.00	\$4,777,500.00
3 months after the FIRST PAYMENT DATE	6/30 \$3,307,500.00	\$8,085,000.00
6 months after the FIRST PAYMENT DATE	12/31 \$3,307,500.00	\$11,392,500.00
9 months after the FIRST PAYMENT DATE	3/31 \$3,307,500.00	\$14,700,000.00
Total First Period Minimum Commitment	\$14,700,000.00	\$14,700,000.00

Second Period of This Agreement

<u>Date</u>	<u>Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
12 months after the FIRST PAYMENT DATE	\$3,675,000.00	\$3,675,000.00
15 months after the FIRST PAYMENT DATE	\$3,675,000.00	\$7,350,000.00
18 months after the FIRST PAYMENT DATE	\$3,675,000.00	\$11,025,000.00
21 months after the FIRST PAYMENT DATE	\$3,675,000.00	\$14,700,000.00
Total Second Period Minimum Commitment	\$14,700,000.00	\$14,700,000.00

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

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

EXHIBIT C1 (continued)
SYSTEMS PRODUCTS

Data Link Control for Windows™ for Workgroups Version 1.0	Authorized Replication			(j), (o)				
Video for Windows™ Version 1.0	OEM Replication			(k), (o)				
CD-ROM Extensions Version 2.2	OEM Replication			(l), (o)				
Pen Extensions for Windows™ Version 1.0 with Handwriting Extensions	Authorized Replication							
Pen Extensions for Windows™ Version 1.0 without Handwriting Extensions	Authorized Replication							
TrueType Font Pack Version 1.0	OEM Replication			(l), (o)				
TrueType Font Pack 2 Version 1.0	OEM Replication			(l), (o)				
MS-DOS® operating system Version 5.0 ROM Version	Authorized Replication							
Flash File System Version 2.0	OEM Replication			(a), (o)				

EXHIBIT C1 (continued)
SYSTEMS PRODUCTS

"PER SYSTEM" ROYALTY CALCULATION

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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:

- (a) 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.
- (b) 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.
- (c) 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.

EXHIBIT C1 (continued)

SYSTEMS PRODUCTS

CUSTOMER SYSTEMS

COMPANY's Customer Systems shall be defined to be COMPANY's current and future single user computer systems described below.

<u>Customer System Number</u>	<u>Model(s)***</u>	<u>Microprocessor Type†</u>	<u>Max. Number of Microprocessors**</u>
1.		80386 SX	
2.		80386 DX	
3.		80486 SX/SL	
4.		80486 DX	
5.		80486 DX/2	
6.		Pentium	
7.	HIGHSCREEN 486 DX33-T Desktop	80486DX-33	
	HIGHSCREEN 486 DX50-T Desktop	80486DX-50	
	HIGHSCREEN 486 SX25-T Desktop	80486SX-25	
	HIGHSCREEN 486 DX33-T Tower	80486DX-33	
	HIGHSCREEN 486 DX50-T Tower	80486DX-50	
	HIGHSCREEN 486 DX2-66-T Tower	80486DX2-66	
	HIGHSCREEN 486 SX25-T Tower	80486SX-25	
	HIGHSCREEN 486 DX33-T Colani Desktop	80486DX-33	
	HIGHSCREEN 486 DX50-T Colani Desktop	80486DX-50	
	HIGHSCREEN 486 SX25-T Colani Desktop	80486SX-25	
	HIGHSCREEN 486 DX33-T Colani Tower	80486DX-33	
	HIGHSCREEN 486 DX50-T Colani Tower	80486DX-50	
	HIGHSCREEN 486 DX2-66-T Colani Tower	80486DX2-66	
	HIGHSCREEN 486 SX25-T Colani Tower	80486SX-25	

† 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

EXHIBIT C1 (continued)
SYSTEMS PRODUCTS

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.

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

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**EXHIBIT N
ADDRESSES**

COMPANY:

NOTICES:

Vobis Microcomputer AG
Carlo-Schmid-Str. 12
52416 Wuerselen bei Aachen (Germany)
Attn: Mr. Heinz-Willi Dahmen
Telephone: 011-49-2405-444-127
Fax: 011-49-2405-444-455

BILL TO:

Vobis Microcomputer AG
Carlo-Schmid-Str. 12
52416 Wuerselen bei Aachen (Germany)
Attn: Mr. Achim Mansen
Telephone: 011-49-2405-444-145
Fax: 011-49-2405-444-170

SHIP TO:

Vobis Microcomputer AG
Carlo-Schmid-Str. 12
52416 Wuerselen bei Aachen (Germany)
Attn: Mr. Heinz-Willi Dahmen
Telephone: 011-49-2405-444-127
Fax: 011-49-2405-444-455

COMPANY Support

telephone no.: 011-49-2405-444-344

MS:

NOTICES:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn: Vice President, OEM Group

With copy to:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn: Law & Corporate Affairs
Fax: +1-206-936-7329

Other Correspondence:

OEM Sales
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.

Reports and Payments:

If COMPANY is a U.S.A. based company, payments and royalty reports shall be made to:

If sent by U.S. Mail
MICROSOFT CORPORATION
Attention: OEM Finance
P.O. Box 84808
Seattle, WA 98124-6108

If sent by private courier:
MICROSOFT CORPORATION
Attention: OEM Finance
Remittance Processing
Wholesale Lockbox
6801 South 180th
Tukwila, WA 98188

If COMPANY is based outside the U.S.A., COMPANY agrees to make such payments and royalty reports as follows:

Payment by wire transfer to:
Citibank N.A.
399 Park Avenue
New York, NY 10043
U.S.A.
ABA 021000089

Royalty reports to:
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attention: OEM Finance
Fax: +1-206-936-5298

Regarding:
Microsoft International OEM Collections
Account #38468231

or to such other address or account as MS may specify from time to time. COMPANY agrees to specify the MS License Agreement number and the MS invoice number, if any, with respect to which payment is made.

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

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**EXHIBIT R
ROYALTY REPORT**

Royalty Report for _____ [COMPANY]
Reporting Period: _____ 19__ to _____ 19__

Microsoft License # _____

PER-SYSTEM PRODUCT				
Product, Version Number, and Language Version: _____				
	CPU Type	A Royalty Rate	B Number of Systems	C (= A x B) Royalty Due
System 1:	_____	\$ _____	_____	\$ _____
System 2:	_____	\$ _____	_____	\$ _____
Total Reported:				\$ _____
PRODUCT TOTAL \$				_____

PER-COPY PRODUCT			
Product, Version Number, and Language Version: _____			
	A Royalty Rate	B Units Shipped	C (= A x B) Royalty Due
Per Copy	\$ _____	_____	\$ _____
PRODUCT TOTAL \$			_____

Total Royalty Reported: \$ _____

Total Payment Enclosed: \$ _____

If this is your initial royalty report, please indicate date of first Product shipment for revenue: _____

Report Completed by: _____ (Signature)

_____ (Print)

_____ (Date)

Telephone Number: (____) _____

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

EXHIBIT Z
ADDITIONAL COUNTRY OR REGION PROVISIONS FOR THE EUROPEAN COMMUNITY.

(a) Section 6(b) of the Agreement is hereby replaced with the following:

"(b) COMPANY shall not reverse engineer, decompile or disassemble any Product, except that in the European Community. COMPANY shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991), and only in jurisdictions which have adopted the same terms and conditions by legislation implementing the Directive."

Agreed to this 17th day of December 5, 1993

MICROSOFT CORPORATION

By

Bengt Akerlind
Name (Print)

Director, OEM Sales
Title

Date

Dec 30, 93

VOBIS MICROCOMPUTER AG

By

Theo Liem
Name (Print)

Title

Date

C.E.O.

17. 12. 93

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