

**SIGNED
ORIGINAL**

AMENDMENT NUMBER 2
Amendment Date: December 1, 1995
to MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS
between MICROSOFT CORPORATION, a Washington, U.S.A. Corporation
and VOBIS MICROCOMPUTER AG, a Corporation of Germany
Agreement Effective Date: March 16, 1995
MICROSOFT LICENSE # G150-5159

Effective as of the Amendment Date indicated above, the below signed parties agree that the indicated portions of the above referenced license agreement (hereinafter the "Agreement") are hereby amended by this instrument (hereinafter the "Amendment"), as follows:

1. Exhibit C1 of the Agreement is hereby amended and restated in its entirety with the attached Exhibit C1.
2. The attached Exhibit C3 is hereby added to the Agreement.

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.

CONFIDENTIAL

MSC 008004017
CONFIDENTIAL

NOTICE:

For 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.

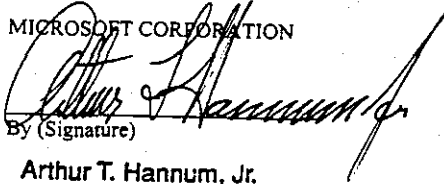
Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer 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. Hannum, Jr.

Name (Printed)

Business Manager
Title

Feb 23, 1996
Date

VOBIS MICROCOMPUTER AG


By (Signature)

Name (Printed)

Mr. Lieven: owner
Title

Mr. Lieven: owner
Title

29. Dezember 95
Date

EXHIBIT C1
WINDOWS 95 / DESKTOP OPERATING SYSTEMS PRODUCTS
 (For MDA Accounts)

Product Number Name and Version	Language Versions **	Applicable Additional Provisions	Per System Royalty*	Per Copy Royalty*	Non-English Additional Royalty	Added by Amendment Number	
1. Windows® 95 operating system	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	(a), (b), (d), (g), (h)	Windows 95 shipments as Percentage of shipments of Windows Products (as defined in Additional Provision (b)) ≤25% > 25% and ≤50% >50% and ≤75% >75% Estimated monthly volume for Windows Products: See additional provision (b)	Royalty* US\$58.53 US\$56.43 US\$52.47 US\$52.00	Royalty US\$ 59.53 57.43 53.47 58.00 Estimated monthly volume for Windows Products:	US\$ 6.00 65.53 63.43 59.47 58.00	1

The above per system royalty rates for Windows 95 reflect the \$10.00 maximum allowable discount which COMPANY may earn under its Windows 95-Based PC Market Development Agreement (the "MDA"). The per system royalty rates shall remain effective until the end of the month in which MS notifies COMPANY of its final MDA results and actual discounts. Effective the beginning of the next month, COMPANY shall pay royalty rates equal to the above rates plus any unearned MDA discounts as ultimately determined under the MDA. (For example, if MS determines that COMPANY's actual MDA discounts are \$8.00 and notifies COMPANY on November 15, 1995, then COMPANY's per system royalty rates shall increase \$2.00 effective December 1, 1995.)

2. Windows® for Workgroups operating system Version 3.11	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	(b), (c), (d), (f), (g)	Royalty US\$17.00	Royalty US\$	US\$0.00	
3. Windows® operating system Version 3.11	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	(b), (d), (f), (g)	Royalty US\$17.00	Royalty US\$	US\$0.00	

EXHIBIT C1
(Continued)

4. MS-DOS® operating system Version 6.22	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	(d), (e), (f), (g)	<p align="center"><u>Royalty</u> US\$14.00</p> <p align="center">Estimated monthly volume: 200</p>	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	US\$0.00	
5. Enhanced Tools for MS-DOS® 6.22 Version 1.02		(d), (e), (f), (g)	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated monthly volume: _____</p>	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	US\$0.00	
6. MS-DOS® operating system Version 6.2/V	J	(d), (f), (g)	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	Not Applicable	
7. Enhanced Tools for MS-DOS® 6.2/V Version 1.0/V	J	(d), (f), (g)	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	<p align="center"><u>Royalty</u> US\$ _____</p> <p align="center">Estimated Monthly Volume: _____</p>	Not Applicable	

* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table and the Product is indicated as licensed for one or more Customer Systems in the Customer System table of this Exhibit C.

** Language Key: A = Arabic, CE = Cyrillic Enabled, CH = Traditional Chinese, 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, HB = Hebrew, HUN = Hungarian, I = Italian, J = Japanese, N = Norwegian, POL = Polish, POR = Portuguese, PRC=PRC Simplified Chinese, RU = Russian, SW = Swedish, TH = Thai, TR = Turkish. In addition to the language versions specified in the Product table above, COMPANY may receive Product Deliverables for the licensed Product in available language versions listed in the Language Key (except CH, HAN, PRC and J which may only be added by amendment) by sending a written request to the attention of OEM Accounting Services at the address listed in Exhibit N for royalty reports.

INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollar (US\$0.00), and shall be paid in accordance with Section 3(b) of the Agreement.

"PER SYSTEM" ROYALTY CALCULATION

For Product(s) which specify "per system" in the Basis column in the Customer System table below:

1. COMPANY agrees to pay MS the royalty set forth above for each 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 unit of non-English versions of Product distributed or placed in use by COMPANY.

EXHIBIT C1

(Continued)

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 licensed on a per system basis for more than one Update Release or Version Release of a Product, but distributed without Product, shall bear the base royalty for the most recent Release of Product licensed.
5. Notwithstanding anything to the contrary contained in Section 3 of the Agreement, if in any three monthly reporting periods (whether or not consecutive), COMPANY's reported shipments of the applicable Customer Systems are twenty percent or more below COMPANY's estimated monthly volume specified for per system shipments of the Product in the Product table above, COMPANY and MS shall negotiate an increase in the per system royalty rate(s) to reflect COMPANY's lower shipment volumes. If, for any reason, MS and COMPANY are unable to agree upon new royalty rate(s) within thirty (30) days after the date COMPANY's royalty report is due for the third such low-volume month, COMPANY's per system royalty rate(s) for each of the Windows Products shall increase by twenty percent (20%). Such increased royalty rate(s) shall be in effect for the remainder of the term of the Agreement commencing with the monthly reporting period following the third low-volume month. Provided, however, if COMPANY's reported monthly volume returns to or exceeds the original estimated monthly volume for any three (3) consecutive months thereafter, COMPANY's per system royalty rate(s) shall be restored to the rate(s) specified in the Product table above commencing with the monthly reporting period following such three consecutive months.

"PER COPY" ROYALTY CALCULATION

For Product(s) which specify "per copy" in the Basis column in the Customer System table below:

1. COMPANY agrees to pay MS the royalty rates set forth above for each 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 unit of non-English versions of Product distributed or placed in use by COMPANY.
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.
4. Notwithstanding anything to the contrary contained in Section 3 of the Agreement, if in any three monthly reporting periods (whether or not consecutive), COMPANY's reported shipments of the Product with applicable Customer Systems are twenty percent or more below COMPANY's estimated monthly volume specified for the Product in the Product table above, COMPANY and MS shall negotiate an increase in the per copy royalty rate(s) to reflect COMPANY's lower shipment volumes. If, for any reason, MS and COMPANY are unable to agree upon new royalty rate(s) within thirty (30) days after the date COMPANY's royalty report is due for the third such low-volume month, COMPANY's per copy royalty rate(s) for each of the Windows Products shall increase by twenty percent (20%). Such increased royalty rate(s) shall be in effect for the remainder of the term of the Agreement commencing with the monthly reporting period following the third low-volume month. Provided, however, if COMPANY's reported monthly volume returns to or exceeds the original estimated monthly volume for any three (3) consecutive months thereafter, then COMPANY's per copy royalty rate(s) shall be restored to the rate(s) specified in the Product table above commencing with the monthly reporting period following such three consecutive months.

EXHIBIT C1
(Continued)

COMPANY BRAND NAMES AND TRADEMARKS:

If COMPANY Customer Systems are marketed, licensed, or distributed under COMPANY's or COMPANY Subsidiaries' brand names and trademarks which do not include COMPANY's name, those brand names and trademarks are listed below:

Brand Names & Trademarks

1. Highscreen
2. Goodname
3. Acrobat
4. Artist

If COMPANY Customer Systems are marketed, licensed, or distributed by COMPANY or a third party under third party brand names and trademarks which do not include COMPANY's name, those brand names and trademarks and model names used for the Customer Systems are listed below. COMPANY may not distribute Windows 95 with COMPANY Customer Systems that are marketed or distributed under any third party brand names or trademarks (other than SATI under the conditions set forth below).

<u>Brand Names & Trademarks</u>	<u>Customer System</u>	<u>Model Name Used by Third Party</u>
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I. SATI

Effective as of July 1, 1995, COMPANY represents and warrants the following:

SATI, a corporation of Germany, located at Otto-Schott-Str. 13, 555127 Mainz ("Licensor") and Electronic Media Productions GmbH, a corporation of Germany, located at Schusterinsel 3, 51379 Leverkusen ("EMP") have entered into a valid license agreement relating to Licensor's trademark "SATI" (the "Mark"), pursuant to which Licensor has duly granted EMP the exclusive license of the Mark for use in connection with the manufacture of single user personal computer hardware.

COMPANY and EMP have entered into a valid sublicense agreement relating to the Mark, pursuant to which EMP has duly granted COMPANY the exclusive sublicense of the Mark for use in connection with COMPANY's manufacture of COMPANY's Customer Systems.

The above representations and warranties are true and accurate as of July 1, 1995 and shall remain true and accurate through the term of the Agreement.

COMPANY's license rights under this Agreement for the Products distributed with Customer Systems nos. 117 through 145 listed in the Customer System table below which include the Mark (and any other such Customer Systems added pursuant to the terms of the Agreement) shall terminate effective the earlier of (i) termination or expiration of this Agreement or (ii) termination or expiration of COMPANY's exclusive sublicense to the Mark as described above.

COMPANY shall provide written notice to MS upon termination or expiration of its sublicense to the Mark from EMP.

EXHIBIT C1
(Continued)

ADDITIONAL PROVISIONS KEY - WINDOWS 95

- (a) (1) Product deliverables include an OEM Pre-installation Kit ("OPK"). The royalty rate(s) specified above require pre-installation of Windows 95 as the "default" operating system on each Customer System distributed with Windows 95 (i.e., Windows 95 will set up and execute unless the user configures the Customer System otherwise). COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "OPK User's Guide" included in the OPK. Product software may not be distributed in encrypted form except as expressly provided in the OPK User's Guide. COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK User's Guide and for no other purpose.
- (2) Other than as specified in the OPK User's Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance. If COMPANY wishes to include its name and/or logo on the Product software "start-up" screen, COMPANY will do so only in the location and manner as designated in the OPK User's Guide. Otherwise, COMPANY shall not alter the content or sequence of the Product software "start-up", initialization or other screens. Termination due to a violation of this subsection (a)(2) shall be effective upon thirty (30) days notice to COMPANY.
- (3) If COMPANY enters registration information on behalf of end users in the boxes provided for the on-screen end user registration process for the Product software, COMPANY shall not enter its own name or make any other false or fictional registrations. COMPANY may not (i) relieve end users of their obligations to enter Certificate of Authenticity ("COA") registration numbers in the on-screen end user registration process and to reply to on-screen end user license agreement inquiries or (ii) insert COA registration numbers or reply to end user license agreement inquiries for or on behalf of end users.
- (4) If and only if COMPANY distributes the Product software solely as Preinstalled Product Software (i.e., without a back-up copy of the Product on CD, diskette, magnetic tape, or other external media) with any Customer System, then COMPANY shall also preinstall the Microsoft Create System Disk Tool together with the back-up diskette images ("CAB" files) contained in the OPK on the hard disk drive of such Customer System to enable the end user to make a back-up copy of the Product software according to the terms of the EULA. Diskette images may only be used with the Microsoft Create System Disk Tool. COMPANY may not distribute, use, or authorize the use of the Microsoft Create System Disk Tool or diskette images except as provided in this Additional Provision or as specified in the OPK.
- (5) Notwithstanding the definition of "Product Release" in this Agreement, Windows 95 (and any subsequent releases of Windows which may be designated by a change in the calendar year -- e.g., Windows 96, 97, 98, etc.) shall be deemed to be a Product Release.
- (6) COMPANY agrees that it will not distribute Windows 95 until MS advises its OEM customers generally that Customer Systems with Windows 95 may be distributed.
- (7) Notwithstanding Section 2, COMPANY must distribute Product documentation with each Customer System distributed with Product Software. A COA must be affixed to each copy of Product documentation.
- (8) Any EULA for the Product distributed by COMPANY must be identical to the on screen EULA presented to the end user during Product setup.
- (9) Windows 95 includes Microsoft At Work fax transmission software, Remote Access Service, and Remote Procedure Calls, each of which provide methods for stand-alone and networked computers to send and receive 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, Windows 95 has been designed to disable the security in each of these features when the default locale assigned during installation is France.
- (10) Notwithstanding anything to the contrary contained in this Agreement, COMPANY may distribute Windows 95 only with Customer Systems which are marketed and distributed under COMPANY's or COMPANY Subsidiaries' brandnames and trademarks. Windows 95 may not be distributed with Customer Systems which are marketed or distributed under any third party brandnames or trademarks.
- (11) In addition to the required Customer System components specified in the Customer System section of this Exhibit C, Customer Systems distributed with Windows 95 must include a hard disk drive.
- (12) Provided COMPANY complies with all terms and conditions of this Agreement, for purposes of Section 3 of the Royalty Calculation provisions of this Exhibit C, preinstallation of multiple language versions of Windows 95 performed in accordance with the instructions for multiple language installation provided in the OPK shall constitute "one language" version. In such event, COMPANY shall pay the highest royalty applicable to the language versions distributed.

EXHIBIT C1
(Continued)

ADDITIONAL PROVISIONS KEY - WINDOWS 95, WINDOWS, WINDOWS FOR WORKGROUPS, AND MS-DOS

(b) (1) Windows Product(s) shall mean Windows, Windows for Workgroups, and/or Windows 95 on the same basis (i.e., per copy or per system) under this Agreement.

(2) If Customer System(s) licensed for Windows 95 are also licensed on a per system basis for Windows 3.xx, Windows for Workgroups 3.xx, and/or MS-DOS ("Other Systems Product(s)") in the Agreement, then COMPANY agrees to pay MS the royalty for the Product(s) distributed with the Customer System, or, if the licensed Customer System is distributed without any such Product(s), the royalty for Windows 95.

(3) COMPANY may not distribute both Windows 95 and the Other Systems Product(s) with the same Customer System.

(e) 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.

(d) COMPANY shall not advertise, publish or otherwise mark a separate price for the Product.

(e) (1) The PRC language version of this Product is available with only simplified Chinese character fonts licensed from a third party. COMPANY acknowledges that such fonts may differ in quality and characteristics to Chinese character fonts available in other Microsoft Products.

(2) The PRC language version of this Product is available only through selected Authorized Replicators as specified by MS. From time to time, MS shall provide an updated list of Authorized Replicators through which the PRC language version of this Product is available.

(3) The packaging for the PRC language version of this Product distributed with Customer Systems within or to the PRC shall be clearly marked in both English and simplified Chinese. "Not for distribution or use outside the People's Republic of China."

(f) If Customer System(s) licensed for this Product under this Exhibit C are also licensed for this Product under another agreement, then:

(1) COMPANY's license to distribute the Product with such Customer Systems under the other agreement shall expire as of the end of the calendar quarter in which the Effective Date of this Agreement or the Amendment Date of the Amendment adding this Exhibit C, as applicable, occurs; and

(2) COMPANY shall pay and report for the Product, and this Agreement shall apply to the Product, for such Customer Systems thereafter.

(g) COMPANY agrees to provide commercially reasonable end user support for the Product under terms and conditions at least as favorable to the end user as the terms under which COMPANY provides support for COMPANY's Customer Systems to end users generally. COMPANY agrees to provide MS with ninety (90) days prior written notice of any substantive change in COMPANY's support policy for the Product.

(h) COMPANY's estimated annual volume for Windows Products shall be 672,000 units divided up into the following estimated monthly volumes:

<u>Month:</u>	<u>Estimated monthly volume (units):</u>
July 1995	37,540
August 1995	40,641
September 1995	61,374
October 1995	59,170
November 1995	62,500
December 1995	81,250
January 1996	47,325
February 1996	41,250
March 1996	38,750
April 1996	67,200
May 1996	71,200
June 1996	63,800

EXHIBIT C1
(Continued)

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). For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. 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 within such 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) MD 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 MD"). 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.

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number									
			1	2	3	4	5	6	7	8		
1.	Highscreen (Model Name) System MD / MWs	80386 80486 Pentium			S	S						
2.	Highscreen (Model Name) System MD / MW	80386 80486 Pentium		S		S						
3.	Highscreen (Model Name) System MD / ID	80386 80486 Pentium				S						
4.	Highscreen (Model Name) System ID / MWs	80386 80486 Pentium			S							
5.	Highscreen (Model Name) System ID / MD / MWs	80386 80486 Pentium			S	S						
6.	Highscreen (Model Name) System ID / MW	80386 80486 Pentium		S								
7.	Highscreen (Model Name) System ID / MD / MW	80386 80486 Pentium		S		S						
8.	Highscreen (Model Name) System O / MD	80386 80486 Pentium				S						
9.	Highscreen (Model Name) System O / ID / MD	80386 80486 Pentium				S						
10.	Highscreen (Model Name) System O / MWs	80386 80486 Pentium			S							
11.	Highscreen (Model Name) System O / ID / MWs	80386 80486 Pentium			S							
12.	Highscreen (Model Name) System O / MD / MWs	80386 80486 Pentium			S	S						
13.	Highscreen (Model Name) System O / MW	80386 80486 Pentium		S								
14.	Highscreen (Model Name) System O / ID / MW	80386 80486 Pentium		S								

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number									
			1	2	3	4	5	6	7	8		
15.	Highscreen (Model Name) System O / MD / MW	80386 80486 Pentium		S		S						
16.	Highscreen (Model Name) System O / IW / MD	80386 80486 Pentium				S						
17.	Highscreen (Model Name) System O / IW / ID / MD	80386 80486 Pentium				S						
18.	Highscreen (Model Name) System O / IW / MWs	80386 80486 Pentium			S							
19.	Highscreen (Model Name) System O / IW / ID / MWs	80386 80486 Pentium			S							
20.	Highscreen (Model Name) System O / IW / MD / MWs	80386 80486 Pentium			S	S						
21.	Highscreen (Model Name) System O / IW / MW	80386 80486 Pentium		S								
22.	Highscreen (Model Name) System O / IW / ID / MW	80386 80486 Pentium		S								
23.	Highscreen (Model Name) System O / IW / MD / MW	80386 80486 Pentium		S		S						
24.	Highscreen (Model Name) System MW9x	80386 80486 Pentium	S									
25.	Highscreen (Model Name) System ID / MW9x	80386 80486 Pentium	S									
26.	Highscreen (Model Name) System O / MW9x	80386 80486 Pentium	S									
27.	Highscreen (Model Name) System O / ID / MW9x	80386 80486 Pentium	S									
28.	Highscreen (Model Name) System O / IW / MW9x	80386 80486 Pentium	S									

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
29.	Highscreen (Model Name) System O / IW / ID / MW9x	80386 80486 Pentium	S										
30.	Goodname (Model Name) System MD / MWs	80386 80486 Pentium			S	S							
31.	Goodname (Model Name) System MD / MW	80386 80486 Pentium		S		S							
32.	Goodname (Model Name) System MD / ID	80386 80486 Pentium				S							
33.	Goodname (Model Name) System ID / MWs	80386 80486 Pentium			S								
34.	Goodname (Model Name) System ID / MD / MWs	80386 80486 Pentium			S	S							
35.	Goodname (Model Name) System ID / MW	80386 80486 Pentium		S									
36.	Goodname (Model Name) System ID / MD / MW	80386 80486 Pentium		S		S							
37.	Goodname (Model Name) System O / MD	80386 80486 Pentium				S							
38.	Goodname (Model Name) System O / ID / MD	80386 80486 Pentium				S							
39.	Goodname (Model Name) System O / MWs	80386 80486 Pentium			S								
40.	Goodname (Model Name) System O / ID / MWs	80386 80486 Pentium			S								
41.	Goodname (Model Name) System O / MD / MWs	80386 80486 Pentium			S	S							
42.	Goodname (Model Name) System O / MW	80386 80486 Pentium		S									

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows. PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number									
			1	2	3	4	5	6	7	8		
43.	Goodname (Model Name) System O / ID / MW	80386 80486 Pentium		S								
44.	Goodname (Model Name) System O / MD / MW	80386 80486 Pentium		S		S						
45.	Goodname (Model Name) System O / IW / MD	80386 80486 Pentium				S						
46.	Goodname (Model Name) System O / IW / ID / MD	80386 80486 Pentium				S						
47.	Goodname (Model Name) System O / IW / MWs	80386 80486 Pentium			S							
48.	Goodname (Model Name) System O / IW / ID / MWs	80386 80486 Pentium			S							
49.	Goodname (Model Name) System O / IW / MD / MWs	80386 80486 Pentium			S	S						
50.	Goodname (Model Name) System O / IW / MW	80386 80486 Pentium		S								
51.	Goodname (Model Name) System O / IW / ID / MW	80386 80486 Pentium		S								
52.	Goodname (Model Name) System O / IW / MD / MW	80386 80486 Pentium		S		S						
53.	Goodname (Model Name) System MW9x	80386 80486 Pentium	S									
54.	Goodname (Model Name) System ID / MW9x	80386 80486 Pentium	S									
55.	Goodname (Model Name) System O / MW9x	80386 80486 Pentium	S									
56.	Goodname (Model Name) System O / ID / MW9x	80386 80486 Pentium	S									

EXHIBIT C1

(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows. PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
57.	Goodname (Model Name) System O / I W / MW9x	80386 80486 Pentium	S										
58.	Goodname (Model Name) System O / I W / ID / MW9x	80386 80486 Pentium	S										
59.	Acrobat (Model Name) System MD / MWs	80386 80486 Pentium			S	S							
60.	Acrobat (Model Name) System MD / MW	80386 80486 Pentium		S		S							
61.	Acrobat (Model Name) System MD / ID	80386 80486 Pentium				S							
62.	Acrobat (Model Name) System ID / MWs	80386 80486 Pentium			S								
63.	Acrobat (Model Name) System ID / MD / MWs	80386 80486 Pentium			S	S							
64.	Acrobat (Model Name) System ID / MW	80386 80486 Pentium		S									
65.	Acrobat (Model Name) System ID / MD / MW	80386 80486 Pentium		S		S							
66.	Acrobat (Model Name) System O / MD	80386 80486 Pentium				S							
67.	Acrobat (Model Name) System O / ID / MD	80386 80486 Pentium				S							
68.	Acrobat (Model Name) System O / MWs	80386 80486 Pentium			S								
69.	Acrobat (Model Name) System O / ID / MWs	80386 80486 Pentium			S								
70.	Acrobat (Model Name) System O / MD / MWs	80386 80486 Pentium			S	S							

EXHIBIT C1

(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 - Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
71.	Acrobat (Model Name) System O/MW	80386 80486 Pentium		S									
72.	Acrobat (Model Name) System O/ID/MW	80386 80486 Pentium		S									
73.	Acrobat (Model Name) System O/MD/MW	80386 80486 Pentium		S		S							
74.	Acrobat (Model Name) System O/W/MD	80386 80486 Pentium				S							
75.	Acrobat (Model Name) System O/W/ID/MD	80386 80486 Pentium				S							
76.	Acrobat (Model Name) System O/W/MWs	80386 80486 Pentium			S								
77.	Acrobat (Model Name) System O/W/ID/MWs	80386 80486 Pentium			S								
78.	Acrobat (Model Name) System O/W/MD/MWs	80386 80486 Pentium			S	S							
79.	Acrobat (Model Name) System O/W/MW	80386 80486 Pentium		S									
80.	Acrobat (Model Name) System O/W/ID/MW	80386 80486 Pentium		S									
81.	Acrobat (Model Name) System O/W/MD/MW	80386 80486 Pentium		S		S							
82.	Acrobat (Model Name) System MW9x	80386 80486 Pentium	S										
83.	Acrobat (Model Name) System ID/MW9x	80386 80486 Pentium	S										
84.	Acrobat (Model Name) System O/MW9x	80386 80486 Pentium	S										

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 - Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
85.	Acrobat (Model Name) System O/ID/MW9x	80386 80486 Pentium	S										
86.	Acrobat (Model Name) System O/W/MW9x	80386 80486 Pentium	S										
87.	Acrobat (Model Name) System O/W/ID/MW9x	80386 80486 Pentium	S										
88.	Artist (Model Name) System MD/MWs	80386 80486 Pentium			S	S							
89.	Artist (Model Name) System MD/MW	80386 80486 Pentium		S		S							
90.	Artist (Model Name) System MD/ID	80386 80486 Pentium				S							
91.	Artist (Model Name) System ID/MWs	80386 80486 Pentium			S								
92.	Artist (Model Name) System ID/MD/MWs	80386 80486 Pentium			S	S							
93.	Artist (Model Name) System ID/MW	80386 80486 Pentium		S									
94.	Artist (Model Name) System ID/MD/MW	80386 80486 Pentium		S		S							
95.	Artist (Model Name) System O/MD	80386 80486 Pentium				S							
96.	Artist (Model Name) System O/ID/MD	80386 80486 Pentium				S							
97.	Artist (Model Name) System O/MWs	80386 80486 Pentium			S								
98.	Artist (Model Name) System O/ID/MWs	80386 80486 Pentium			S								

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number									
			1	2	3	4	5	6	7	8		
99.	Artist (Model Name) System O/MD/MWs	80386 80486 Pentium			S	S						
100.	Artist (Model Name) System O/MW	80386 80486 Pentium		S								
101.	Artist (Model Name) System O/D/MW	80386 80486 Pentium		S								
102.	Artist (Model Name) System O/MD/MW	80386 80486 Pentium		S		S						
103.	Artist (Model Name) System O/IW/MD	80386 80486 Pentium				S						
104.	Artist (Model Name) System O/IW/ID/MD	80386 80486 Pentium				S						
105.	Artist (Model Name) System O/IW/MWs	80386 80486 Pentium			S							
106.	Artist (Model Name) System O/IW/ID/MWs	80386 80486 Pentium			S							
107.	Artist (Model Name) System O/IW/MD/MWs	80386 80486 Pentium			S	S						
108.	Artist (Model Name) System O/IW/MW	80386 80486 Pentium		S								
109.	Artist (Model Name) System O/IW/ID/MW	80386 80486 Pentium		S								
110.	Artist (Model Name) System O/IW/MD/MW	80386 80486 Pentium		S		S						
111.	Artist (Model Name) System MW9x	80386 80486 Pentium	S									
112.	Artist (Model Name) System ID/MW9x	80386 80486 Pentium	S									

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number									
			1	2	3	4	5	6	7	8		
99.	Artist (Model Name) System O/MD/MWs	80386 80486 Pentium			S	S						
100.	Artist (Model Name) System O/MW	80386 80486 Pentium		S								
101.	Artist (Model Name) System O/ID/MW	80386 80486 Pentium		S								
102.	Artist (Model Name) System O/MD/MW	80386 80486 Pentium		S		S						
103.	Artist (Model Name) System O/IW/MD	80386 80486 Pentium				S						
104.	Artist (Model Name) System O/IW/ID/MD	80386 80486 Pentium				S						
105.	Artist (Model Name) System O/IW/MWs	80386 80486 Pentium			S							
106.	Artist (Model Name) System O/IW/ID/MWs	80386 80486 Pentium			S							
107.	Artist (Model Name) System O/IW/MD/MWs	80386 80486 Pentium			S	S						
108.	Artist (Model Name) System O/IW/MW	80386 80486 Pentium		S								
109.	Artist (Model Name) System O/IW/ID/MW	80386 80486 Pentium		S								
110.	Artist (Model Name) System O/IW/MD/MW	80386 80486 Pentium		S		S						
111.	Artist (Model Name) System MW9x	80386 80486 Pentium	S									
112.	Artist (Model Name) System ID/MW9x	80386 80486 Pentium	S									

EXHIBIT C1
(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
127.	SATI MultiMedia Family PC (Model Name) System O/ID/MWs	80386 80486 Pentium			S								
128.	SATI MultiMedia Family PC (Model Name) System O/MD/MWs	80386 80486 Pentium			S	S							
129.	SATI MultiMedia Family PC (Model Name) System O/MW	80386 80486 Pentium		S									
130.	SATI MultiMedia Family PC (Model Name) System O/ID/MW	80386 80486 Pentium		S									
131.	SATI MultiMedia Family PC (Model Name) System O/MD/MW	80386 80486 Pentium		S		S							
132.	SATI MultiMedia Family PC (Model Name) System O/W/MD	80386 80486 Pentium				S							
133.	SATI MultiMedia Family PC (Model Name) System O/W/ID/MD	80386 80486 Pentium				S							
134.	SATI MultiMedia Family PC (Model Name) System O/W/MWs	80386 80486 Pentium			S								
135.	SATI MultiMedia Family PC (Model Name) System O/W/ID/MWs	80386 80486 Pentium			S								
136.	SATI MultiMedia Family PC (Model Name) System O/W/MD/MWs	80386 80486 Pentium			S	S							
137.	SATI MultiMedia Family PC (Model Name) System O/W/MW	80386 80486 Pentium		S									
138.	SATI MultiMedia Family PC (Model Name) System O/W/ID/MW	80386 80486 Pentium		S									
139.	SATI MultiMedia Family PC (Model Name) System O/W/MD/MW	80386 80486 Pentium		S		S							
140.	SATI MultiMedia Family PC (Model Name) System MW9x	80386 80486 Pentium	S										

EXHIBIT C1

(Continued)

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number										
			1	2	3	4	5	6	7	8			
141.	SAT1 MultiMedia Family PC (Model Name) System ID/MW9	80386 80486 Pentium	S										
142.	SAT1 MultiMedia Family PC (Model Name) System O/MW9x	80386 80486 Pentium	S										
143.	SAT1 MultiMedia Family PC (Model Name) System O/ID/MW9x	80386 80486 Pentium	S										
144.	SAT1 MultiMedia Family PC (Model Name) System O/IW/MW9x	80386 80486 Pentium	S										
145.	SAT1 MultiMedia Family PC (Model Name) System O/IW/ID/MW9x	80386 80486 Pentium	S										

EXHIBIT C3
ADDITIONAL SYSTEMS PRODUCTS

PRODUCTS

* A Product is not licensed hereunder unless royalty rates are indicated in the Product table and the Product is indicated as licensed for one or more Customer Systems in the Customer System table of this Exhibit C.

** Language Key: A = Arabic, CE = Cyrillic Enabled, CH = Traditional Chinese, 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, HB = Hebrew, HUN = Hungarian, I = Italian, J = Japanese, N = Norwegian, POL = Polish, POR = Portuguese, PRC = PRC Simplified Chinese, RU = Russian, SW = Swedish, TH = Thai, TR = Turkish. In addition to the language versions specified in the Product table below, COMPANY may receive Product Deliverables for the licensed Product in available language versions listed in the Language Key (except CH, HAN, J, and PRC which may only be added by amendment) by sending a written request to the attention of OEM Accounting Services at the address listed in Exhibit N for royalty reports.

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Per System Royalty *	Per Copy Royalty *	Localization Additional Royalty	Added by Amendment Number
1. Plus! Version 1.0 for Windows® 95 770-100-001 N01 770-100-002 N02 770-100-003 N03 770-100-004 N04 770-100-005 N05 770-100-006 N06 770-100-007 N07 770-100-008 N08 770-100-009 N09 770-100-010 N10 770-100-011 N11 770-100-012 N12 770-100-013 N13 770-100-014 N14 770-100-015 N15 770-100-016 N16 770-100-017 N17 770-100-018 N18 770-100-019 N19 770-100-020 N20	CE, CZ, D, DA, E, EE, EN, FF, FR, HAN, HUN, I, J, N, POL, POR, RU, SW, TH	(b), (c)	US\$ _____ Estimated monthly volume: _____	US\$2.00	US\$0.00	2
2. CD-ROM Extensions Version 2.2 for MS-DOS®	EN	(a), (d)	US\$ _____ (Single User) Estimated monthly volume: _____	U	Est vol _____	
3. Windows NT™ Workstation Version 3.51 (x86/Pentium™ compatible version)	EN	(c), (d)	US\$ _____ Estimated monthly volume: _____	US\$ _____ Estimated monthly volume: _____	US\$12.00	

** need additional language versions. only entered US.*

Wallis, Edda

INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US\$0.00), and shall be paid in accordance with Section 3(b) of the Agreement.

"PER SYSTEM" ROYALTY CALCULATION

For Product(s) which are specified as licensed for a particular Customer System on a per system basis in the Customer System table below:

- COMPANY agrees to pay MS the royalty set forth above corresponding to each unit volume level, for each full or partial Customer System distributed or placed in use by or for COMPANY.
- 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. Non-English versions are provided if and when available.

EXHIBIT C3
(Continued)

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 licensed on a per system basis for a Product, but distributed without Product, shall bear the base royalty for the most recent Release of Product licensed.

5. Notwithstanding anything to the contrary contained in Section 3 of the Agreement, if in any three monthly reporting periods (whether or not consecutive), COMPANY's reported shipments of the applicable Customer Systems are twenty percent or more below COMPANY's estimated monthly volume specified for per system shipments of the Product in the Product table above, COMPANY and MS shall negotiate an increase in the per system royalty rate(s) to reflect COMPANY's lower shipment volumes. If, for any reason, MS and COMPANY are unable to agree upon new royalty rate(s) within thirty (30) days after the date COMPANY's royalty report is due for the third such low-volume month, COMPANY's per system royalty rate(s) for the Product shall increase by twenty percent (20%). Such increased royalty rate(s) shall be in effect for the remainder of the term of the Agreement commencing with the monthly reporting period following the third low-volume month. Provided, however, if COMPANY's reported monthly volume returns to or exceeds the original estimated monthly volume for any three (3) consecutive months thereafter, COMPANY's per system royalty rate(s) shall be restored to the rate(s) specified in the Product table above commencing with the monthly reporting period following such three consecutive months.

"PER COPY" ROYALTY CALCULATION

For Product(s) which are specified as licensed for a particular Customer System on a per copy basis in the Customer System table below:

1. COMPANY agrees to pay MS the royalty rates set forth above corresponding to each unit volume level, or 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. 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 BRAND NAMES AND TRADEMARKS:

If COMPANY Customer Systems are marketed, licensed, or distributed under COMPANY's or COMPANY Subsidiaries' brand names and trademarks which do not include COMPANY's name, those brand names and trademarks are listed below:
Brand Names & Trademarks

1. Highscreen
2. Goodname
3. Acrobat
4. Artist

EXHIBIT C3
(Continued)

If COMPANY Customer Systems are marketed, licensed, or distributed by a third party under brand names and trademarks which do not include COMPANY's name, those brand names and trademarks and model names used for the Customer Systems by a third party are listed below.

<u>Brand Names & Trademarks</u>	<u>Customer System</u>	<u>Model Name Used by Third Party</u>
-------------------------------------	------------------------	---------------------------------------

I. SATI

Effective as of July 1, 1995, COMPANY represents and warrants the following:

SATI, a corporation of Germany, located at Otto-Schott-Str. 13, 555127 Mainz ("Licensor") and Electronic Media Productions GmbH, a corporation of Germany, located at Schusterinsel 3, 51379 Leverkusen ("EMP") have entered into a valid license agreement relating to Licensor's trademark "SATI" (the "Mark"), pursuant to which Licensor has duly granted EMP the exclusive license of the Mark for use in connection with the manufacture of single user personal computer hardware.

COMPANY and EMP have entered into a valid sublicense agreement relating to the Mark, pursuant to which EMP has duly granted COMPANY the exclusive sublicense of the Mark for use in connection with COMPANY's manufacture of COMPANY's Customer Systems.

The above representations and warranties are true and accurate as of July 1, 1995 and shall remain true and accurate through the term of the Agreement.

COMPANY's license rights under this Agreement for the Products distributed with Customer Systems nos. 117 through 145 listed in the Customer System table below which include the Mark (and any other such Customer Systems added pursuant to the terms of the Agreement) shall terminate effective the earlier of (i) termination or expiration of this Agreement or (ii) termination or expiration of COMPANY's exclusive sublicense to the Mark as described above.

COMPANY shall provide written notice to MS upon termination or expiration of its sublicense to the Mark from EMP.

ADDITIONAL PROVISIONS KEY

(a) 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 [For example, where the royalty specified in the table above is R, if COMPANY licenses the Product for ten (10) users, the royalty due for such unit of Product would be the sum of 5R + 2.5R].

(b) COMPANY agrees to provide commercially reasonable end user support for the Product which, in any event, shall be under terms and conditions at least as favorable to the end user as the terms under which COMPANY provides support for COMPANY's Customer Systems to end users generally. COMPANY agrees to provide MS with ninety (90) days prior written notice of any substantive change in COMPANY's support policy for the Product.

(c) This Product is designed for use with Windows 95 and may not function properly with other operating system products.

(d) (1) For Windows NT Workstation, COMPANY agrees to provide quarterly sales out, and business and government institution sales reporting. Reporting shall include by country the customer name, bill to, ship to, state and zip or postal codes, quantity of units, part description, and indication of MS field sales assistance. MS will provide and may revise the reporting format from time-to-time during the term of the Agreement.

(2) In order to support end-users of this Product, 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 this Product.

(3) Though the Product Deliverables for this Product may include versions of the Product designed for other types of microprocessors, COMPANY is licensed to distribute the Product only with and for use on Customer Systems based on the Intel x86, Pentium or compatible architecture.

(4) If Customer System(s) licensed for this Product are also licensed on a per system basis for Windows 95, Windows 3.xx, Windows for Workgroups 3.xx, and/or MS-DOS, then COMPANY agrees to pay MS the royalty for the Product(s) distributed with the Customer System, or, if the licensed Customer System is distributed without any such Product(s), the royalty for this Product.

(5) Solely for purposes of calculating COMPANY's Windows 95 royalty under any separate Exhibit C for Windows 95 as may be included in this Agreement, this Product shall be included in the definition of "Windows Products" as the term is used in such separate Exhibit C.

EXHIBIT C3
(Continued)

- (6) The estimated monthly volume specified in the Product table above for this Product shall be calculated by counting only those Customer Systems for which COMPANY pays a royalty for this Product in accordance with the terms of this Exhibit C.
- (e) The royalty rate(s) specified above require pre-installation of the Product on each Customer System distributed with the Product.
- (f) For purposes of this Exhibit C3, Customer Systems licensed for this Product under Exhibit C3 on a Per Copy basis shall be those Customer Systems listed in the Customer System table of Exhibit C1.

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). For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. 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 within such 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) MD 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 MD"). 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.

EXHIBIT C3
(Continued)

Product Number Key: 1 = Plus! 1.0; 2 = CD-ROM Extensions 2.2; 3 = Windows NT Workstation 3.51 (x86 Version)

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number		
			1	2	3
1.	See Additional Provision (f)		C		
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					